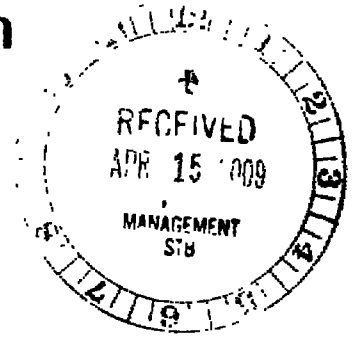




## INTERSTATE BAKERIES CORPORATION

12 East Armour Blvd. 64111 / P.O. Box 41427 Kansas City, MO 64141 6627  
City 091000



February 25, 2009

RECORDATION NO 27914 FILED

APR 15 2009

2-20 PM

SURFACE TRANSPORTATION BOARD

Anne K. Quinlan  
Secretary, Surface Transportation Board  
Surface Transportation Board  
Washington, D.C. 20423

RE: Documents for Recordation

Dear Secretary Quinlan:

I have enclosed one original copy of the documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

These primary documents include that certain fourth lien indenture security agreement, dated as of February 3, 2009, by and among Interstate Bakeries Corporation ("Bakeries"), as the issuer, certain subsidiaries of Bakeries as guarantors, and The Bank of New York Mellon Trust Company, N.A., as collateral trustee.

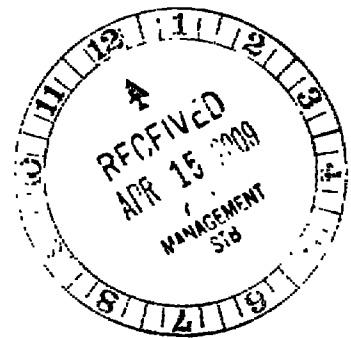
The names and addresses of the parties to the documents are as follows:

Interstate Bakeries Corporation  
12 E. Armour Boulevard  
Kansas City, Missouri 64111

Interstate Brands Corporation  
12 E. Armour Boulevard  
Kansas City, Missouri 64111

IBC Sales Corporation  
12 E. Armour Boulevard  
Kansas City, Missouri 64111

Anne K. Quinlan  
February 25, 2009  
Page 2



IBC Trucking, LLC  
12 E. Armour Boulevard  
Kansas City, Missouri 64111

IBC Services, LLC  
12 E. Armour Boulevard  
Kansas City, Missouri 64111

The Bank of New York Mellon Trust Company, N.A.  
2 North LaSalle Street, Suite #1020  
Chicago, Illinois 60602

The equipment covered by this recordation includes all those railroad cars listed on Schedule 1 attached hereto.

A check for the fee of \$41.00, payable to the Surface Transportation Board, is enclosed. Please return the original and any extra copies not needed by the Board of recordation to the attention of Thomas W. Williams at Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036.

A short summary of the documents appears in Index A attached hereto.

Very Truly Yours,

A handwritten signature in cursive script that reads "J. Randall Vance".

J. Randall Vance

## INDEX A

1. Fourth lien indenture security agreement, dated as of February 3, 2009, by and among Interstate Bakeries Corporation, a Delaware Corporation, located at 12 E. Armour Boulevard, Kansas City, Missouri, as issuer, each of Interstate Brands Corporation, a Delaware corporation, located at 12 E. Armour Boulevard, Kansas City, Missouri, IBC Sales Corporation, a Delaware corporation, located at 12 E. Armour Boulevard, Kansas City, Missouri, IBC Trucking, LLC, a Delaware corporation, located at 12 E. Armour Boulevard, Kansas City, Missouri, IBC Services, LLC, a Missouri corporation, located at 12 E. Armour Boulevard, Kansas City, Missouri, as guarantors, and The Bank of New York Mellon Trust Company, N.A., located at 2 North LaSalle Street, Suite #1020, Chicago, Illinois, as collateral trustee. The agreement covers all property owned by the company or hereafter acquired including 70 railroad cars.

# SCHEDULE I

Owner	Destination Bakery	Origin Mil	Car Initial	Car Number	Cubic Capacity	Car Type	Loading Capacity	Length
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87006	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87013	5000+	C614	192000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87015	5000+	C614	190000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87045	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87053	5000+	C614	192000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87057	5000+	C614	192000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87059	5000+	C614	192000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87061	5000+	C614	194000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87065	5000+	C614	190000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87066	5000+	C614	190000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87068	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87069	5000+	C614	192000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87070	5000+	C614	190000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87071	5000+	C614	192000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87072	5000+	C614	190000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87078	5000+	C614	192000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87082	5000+	C614	192000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	TIMX	5004	5125	C614	214000	66'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	TIMX	5005	5125	C614	214000	66'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	TIMX	5006	5125	C614	214000	66'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	TIMX	5007	5125	C614	214000	66'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	TIMX	5008	5125	C614	214000	66'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	TIMX	5010	5125	C614	214000	66'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	TIMX	5012	5125	C614	214000	66'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	TIMX	5013	5125	C614	214000	66'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87002	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87005	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87007	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87008	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87009	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87010	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87012	5000+	C614	190000	60'

Owner	Destination Bakery	Origin Mil	Car Initial	Car Number	Cubic Capacity	Car Type	Loading Capacity	Length
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87014	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87043	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87044	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87049	5000+	C614	190000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	PCIX	87052	5000+	C614	190000	60'
Interstate Brands Corporation	St Louis, MO	Wichita/Newton	PCIX	87067	5000+	C614	192000	60'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	TIMX	5009	5125	C614	214000	66'
Interstate Brands Corporation	Indianapolis, IN	Wichita/Newton	TIMX	5011	5125	C614	214000	66'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87001	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87003	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87030	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87031	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87033	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87036	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87037	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87038	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87039	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87040	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87041	5000+	C614	190000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87042	5000+	C614	190000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87046	5000+	C614	190000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87048	5000+	C614	190000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87050	5000+	C614	190000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87051	5000+	C614	190000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87054	5000+	C614	190000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87055	5000+	C614	190000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87056	5000+	C614	190000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87058	5000+	C614	190000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87062	5000+	C614	194000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87063	5000+	C614	194000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87064	5000+	C614	194000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87074	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87075	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87076	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87077	5000+	C614	192000	60'

Owner	Destination Bakery	Origin Mil	Car Initial	Car Number	Cubic Capacity	Car Type	Loading Capacity	Length
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87079	5000+	C614	192000	60'
Interstate Brands Corporation	Philadelphia, PA	Wichita KS	PCIX	87081	5000+	C614	192000	60'

Surface Transportation Board  
Form of Acknowledgement of Primary Documentation

State of Missouri  
County of Jackson

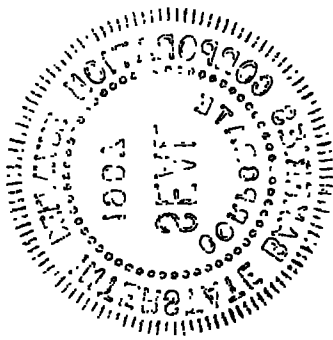
On this 25<sup>th</sup> day of February, 2009 before me personally appeared J. Randall Vance, to me personally known, who being by me duly sworn, says that he is the Senior Vice President, Chief Financial Officer and Treasurer of Interstate Bakeries Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its said Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Terry E. Humphrey  
Signature of Notary Public

**TERRY E. HUMPHREY**  
Notary Public-Notary Seal  
**STATE OF MISSOURI**  
Jackson County  
My Commission Expires Oct. 13, 2009  
Commission #05517439

My commission expires 10/13/09



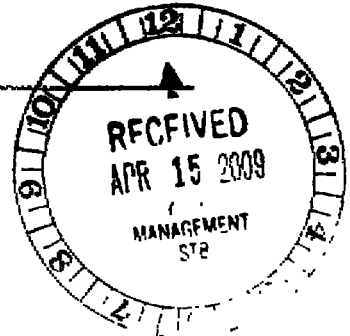


REG. NO. 27914 FILED

APR 15 '09

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**SURFACE TRANSPORTATION BOARD****FOURTH LIEN SECURITY AGREEMENT**

Dated as of February 3, 2009

among

**INTERSTATE BAKERIES CORPORATION**

and

Each Other Grantor  
From Time to Time Party Hereto

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**  
as Collateral Trustee

Reference is made to the Intercreditor and Subordination Agreement dated as of February 3, 2009 (as amended, restated, supplemented, modified or replaced from time to time, the "Intercreditor Agreement"), among General Electric Capital Corporation, as Original Revolving Agent, Silver Point Finance, LLC, as Original First Lien Term Loan Agent, Silver Point Finance, LLC, as Original Third Lien Term Loan Agent and The Bank of New York Mellon Trust, N.A., as Original Fourth Lien Trustee, and certain other persons party or that may become party thereto from time to time. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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FOURTH LIEN SECURITY AGREEMENT, dated as of February 3, 2009, by Interstate Bakeries Corporation, a Delaware corporation ("IBC"), and each of the other entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.7 (together with IBC, the "Grantors"), in favor of The Bank of New York Mellon Trust Company, N.A. ("BONY"), as collateral trustee (in such capacity, together with its successors and permitted assigns, the "Collateral Trustee") for the Holders (as defined in the Indenture referred to below) and each other Secured Party (as defined below) pursuant to the Indenture referred to below.

WITNESSETH:

WHEREAS, pursuant to an Indenture dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture") among IBC, the Subsidiary Guarantors from time to time party thereto and BONY, as trustee and collateral trustee for the Holders, IBC will issue its 5% Secured Convertible PIK-Election Notes (the "Convertible Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor will derive substantial direct and indirect benefits from the transactions contemplated by the Indenture; and

WHEREAS, pursuant to the Indenture, the Grantors agreed to secure the Security Obligations as provided in this Agreement, subject to the terms of the Intercreditor and Subordination Agreement, dated as of February 3, 2009, among General Electric Capital Corporation, as Original Revolving Agent, Silver Point Finance, LLC, as Original First Lien Term Loan Agent, Silver Point Finance, LLC, as Original Third Lien Term Loan Agent and BONY, as Original Fourth Lien Trustee, and certain other persons party or that may become party thereto from time to time (as amended, restated, supplemented, modified or replaced from time to time, the "Intercreditor Agreement");

NOW, THEREFORE, the Grantors and the Collateral Trustee, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.1 Definitions. (a) Capitalized terms used herein without definition are used as defined in the Indenture.

(b) The following terms have the meanings given to them in the UCC and terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC (such meanings to be equally applicable to both the singular and plural forms of the terms defined): "account", "account debtor", "as-extracted collateral", "certificated security", "chattel paper", "commercial tort claim", "commodity account", "commodity contract", "deposit account", "electronic chattel paper", "equipment", "farm products", "fixture", "general intangible", "goods", "health-care-insurance receivable", "instruments", "inventory", "investment property", "letter-of-credit right", "proceeds", "record", "securities account", "security", "supporting obligation" and "tangible chattel paper".

(c) The following terms shall have the following meanings:

"Account" means, as at any date of determination, all "accounts" (as such term is defined in the UCC) of the Indenture Parties, including, without limitation, the unpaid portion of the obligation of a customer of the Indenture Parties in respect of Inventory purchased by and shipped or delivered to such customer and/or the rendition of services by the Indenture Parties, as stated on the respective invoice or similar document of the Indenture Parties, net of any credits, rebates or offsets owed to such customer in respect of such Account.

"Account Debtor" means the customer of the Indenture Parties who is obligated on or under an Account.

"ABL Facility Documents" means the ABL Facility and any other certificates, documents, instruments and agreements executed and delivered by IBC or any of its Subsidiaries in connection therewith.

"Agreement" means this Fourth Lien Security Agreement.

"Applicable IP Office" means the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency within or outside the United States.

"Authorized Officer" means, as applied to any Person, any individual holding the position of chief executive officer, president, chief financial officer or treasurer, in each case, whose signatures and incumbency have been certified to the Collateral Trustee.

"Blocked Account" means a deposit account or securities account in the name of any Grantor and under the sole control (as defined in the applicable UCC) of the Priority Agent and (a) in the case of a deposit account, from which the Grantors may not make withdrawals except as permitted by the Priority Agent and (b) in the case of a securities account, with respect to which the Priority Agent shall be the entitlement holder and the only Person authorized to give entitlement orders with respect thereto.

"Capital Lease" means, as applied to any Person, any lease of (or other arrangement conveying the right to use) any property (whether real, personal or mixed) by that Person as lessee (or the equivalent) that, in conformity with GAAP, is required to be accounted for as a capital lease on the balance sheet of that Person.

"Capital Stock" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or acquire any of the foregoing; provided, that, for the avoidance of doubt, "Capital Stock" shall not include the Convertible Notes prior to their conversion in accordance with the terms thereof.

"Cash Equivalents" means, as at any date of determination, (i) marketable securities (a) issued or directly and unconditionally guaranteed or insured as to interest and principal by the United States Government, or (b) issued by any agency of the United States the obligations of which are backed by the full faith and credit of the United States, in each case maturing within one year after such date; (ii) marketable direct obligations issued by any state of

the United States of America or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or at least P-1 from Moody's; (iii) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or at least P-1 from Moody's; (iv) certificates of deposit or bankers' acceptances maturing within one (1) year after such date and issued or accepted by any Lender or by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia that (a) is at least "adequately capitalized" (as defined in the regulations of its primary Federal banking regulator), and (b) has Tier 1 capital (as defined in such regulations) of not less than \$100,000,000; and (v) shares of any money market mutual fund that (a) has at least ninety five percent (95%) of its assets invested continuously in the types of investments referred to in clauses (i) and (ii) above, (b) has net assets of not less than \$500,000,000, and (c) has the highest rating obtainable from either S&P or Moody's

"Collateral" has the meaning specified in Section 2.1.

"Contractual Obligation" means, as applied to any Person, any provision of any Security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound.

"Control Agreements" means a control agreement, in form and substance reasonably satisfactory to the Revolving Agent, the First Lien Term Loan Agent or the Third Lien Term Loan Agent, as applicable, entered into with the bank, securities intermediary or commodity intermediary at which any deposit account, securities account or commodity account is maintained by any Grantor as required under the terms of the Credit Facilities.

"Controlled Deposit Account" means each deposit account (including all funds on deposit therein) subject to an effective Control Agreement.

"Controlled Securities Account" means each securities account or commodity account (including all financial assets held therein and all certificates and instruments, if any, representing or evidencing such financial assets) subject to an effective Control Agreement.

"Copyright Licenses" means any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder).

"Copyrights" means all United States and foreign copyrights, including copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications referred to in Schedule 6 (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof (iii) all rights corresponding thereto throughout the world, and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Excluded Equity" means any voting stock in excess of 65% of the outstanding voting stock of any Foreign Subsidiary. For the purposes of this definition, "voting stock"

means, with respect to any issuer, the issued and outstanding shares of each class of Stock of such issuer entitled to vote (within the meaning of Treasury Regulations § 1.956-2(c)(2)).

"Excluded Property" means, collectively, (i) Excluded Equity, (ii) any property owned by any Grantor on the date hereof or hereafter (A) to the extent that a grant of a security interest in such property is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to a right on the part of the parties thereto other than IBC and its Affiliates to terminate (or materially modify) or requires any consent not obtained under any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Pledged Investment Property or Pledged Stock (other than Pledged Investment Property or Pledged Stock issued by IBC or a Subsidiary of IBC), any applicable shareholder or similar agreement or (B) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon or requires consent not obtained of any Governmental Authority, but only, with respect to the prohibition in (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or ineffective by the UCC or any other Requirement of Law, (iii) any property owned by any Grantor that is subject to a purchase money Lien or a Capital Lease if the Contractual Obligation pursuant to which such Lien is granted (or in the document providing for such Capital Lease) prohibits or requires the consent of any Person other than IBC and its Affiliates as a condition to the creation of any other Lien on such property, (iv) deposit accounts exclusively for payroll, payroll taxes and other employee wage and benefit payments or other fiduciary accounts, (v) any United States "intent to use" Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such United States "intent to use" Trademark applications under applicable federal law, (vi) deposits of cash or Cash Equivalents or similar Investments permitted under the Credit Facilities to the extent that a grant of a Lien hereunder on such deposits is prohibited by any agreement related to such deposit and (vii) any property upon which a Lien is permitted under Section 6.2(p) of the Exit Credit Facility to the extent that a grant of security interest hereunder in such property is prohibited by the applicable Insurance Program Documents (as defined in the Exit Credit Facility); provided, however, "Excluded Property" shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).

For the purposes of Articles III and IV, none of the other terms defined in clauses (b) and (c) of Section 1.1 shall include any Excluded Property.

"First Lien Term Loan Agent" means "Original First Lien Term Loan Agent" as defined in the Intercreditor Agreement.

"First Lien Term Loan Documents" means the Exit Credit Facility and any other certificates, documents, instruments and agreements executed and delivered by IBC or any of its Subsidiaries in connection therewith.

"Foreign Subsidiary" means any Subsidiary that is not a Subsidiary organized under the laws of the United States of America, any State thereof or the District of Columbia.

"Governmental Authority" means any nation, sovereign or government, any state or other political subdivision thereof, any agency, authority or instrumentality thereof and any entity or authority exercising executive, legislative, taxing, judicial, regulatory or administrative functions of or pertaining to government, including any central bank, regulatory body, public

sector entity or supra-national entity (including the European Union and the European Central Bank).

**"Indenture Documents"** means, collectively, the Indenture, any Convertible Notes, this Agreement, the Intercreditor Agreement, the Mortgages, the Control Agreements, and, when executed, each document executed by an Indenture Party and delivered to the Trustee, the Collateral Trustee or any Holder in connection with or pursuant to any of the foregoing or the Security Obligations, together with any modification of any term, or any waiver with respect to, any of the foregoing.

**"Indenture Party"** means IBC and each Subsidiary Guarantor.

**"Insurance"** means (i) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Trustee is the loss payee thereof) and (ii) any key man life insurance or business interruption policies.

**"Intellectual Property"** means all right, title and interest in or to intellectual property and industrial property, including, but not limited to, all Copyrights, IP Licenses, Patents, copyrights in Software, Trademarks and Trade Secrets.

**"Internet Domain Names"** means, as they exist anywhere in the world, Internet addresses and other computer identifiers, including any alphanumeric designation that is registered with or assigned by any domain name registrar as part of an electronic address on the Internet.

**"Inventory"** means all of the "inventory" (as such term is defined in the UCC) of the Indenture Parties, including, but not limited to, all merchandise, raw materials, parts, supplies, work in process and finished goods intended for sale, together with all the containers, packing, packaging, shipping and similar materials related thereto, and including such inventory as is temporarily out of such Indenture Party's custody or possession, including inventory on the premises of others and items in transit.

**"IP Licenses"** means any and all agreements providing for the granting of any right in or to Intellectual Property (whether such Grantor is licensee or licensor thereunder) including, but not limited to, the Copyright Licenses, the Patent Licenses, the Trademark Licenses, and the Trade Secret Licenses.

**"Knowledge Officer"** means any Authorized Officer and the General Counsel of IBC.

**"Liabilities"** means all claims, actions, suits, judgments, damages, losses, liability, obligations, responsibilities, fines, penalties, sanctions, costs, fees, taxes, commissions, charges, disbursements and expenses, in each case of any kind or nature (including interest accrued thereon or as a result thereof and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, whether or not indirect, contingent, consequential, actual, punitive, treble or otherwise.

**"Material Adverse Effect"** means a material adverse effect on (i) the business, results of operations, properties, assets or financial condition of IBC or its Subsidiaries taken as a

whole; or (ii) the rights, remedies and benefits available to each of the Trustee, the Collateral Trustee and the Holders under the Indenture Documents.

"Material Intellectual Property" means Intellectual Property that is owned by or licensed to a Grantor and material, individually or in the aggregate, to the conduct of the business of IBC or its subsidiaries.

"Moody's" means Moody's Investor Services, Inc.

"Organizational Documents" means (i) with respect to any corporation, its certificate or articles of incorporation or organization, as amended, and its by laws, as amended, (ii) with respect to any limited partnership, its certificate of limited partnership, as amended, and its partnership agreement, as amended, (iii) with respect to any general partnership, its partnership agreement, as amended, and (iv) with respect to any limited liability company, its articles of organization, as amended, and its operating agreement, as amended. In the event any term or condition of this Agreement or any other Indenture Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"Patent Licenses" means all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder).

"Patents" means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application referred to in Schedule 6 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Permit" means, with respect to any Person, any permit, approval, authorization, license, registration, certificate, concession, grant, franchise, variance or permission from, any Governmental Authority, in each case, whether or not having the force of law, applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Permitted Lien" means any "Permitted Lien" or equivalent term as defined in any Credit Facility.

"Pledged Certificated Stock" means all certificated securities and any other Capital Stock of any Person evidenced by a certificate, instrument or other similar document (as defined in the UCC), in each case owned by any Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including all Capital Stock listed on Schedule 5. Pledged Certificated Stock excludes (i) any Excluded Property and any Cash Equivalents that are not held in Controlled Securities Accounts to the extent permitted by the Related Documents and (ii) any Capital Stock issued by any given Person (other than any Subsidiary of IBC) having a value of less than \$100,000.

**"Pledged Collateral"** means, collectively, the Pledged Stock and the Pledged Debt Instruments.

**"Pledged Debt Instruments"** means all right, title and interest of any Grantor in instruments evidencing any Debt owed to such Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time issued by the obligors named therein. Pledged Debt Instruments excludes any Cash Equivalents that are not held in Controlled Securities Accounts to the extent permitted by the Related Documents and any instrument having a face amount of less than \$100,000.

**"Pledged Investment Property"** means any investment property of any Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, other than any Pledged Stock or Pledged Debt Instruments. Pledged Investment Property excludes any Cash Equivalents that are not held in Controlled Securities Accounts to the extent permitted by the Related Documents or any investment property having a value of no more than \$100,000.

**"Pledged Stock"** means all Pledged Certificated Stock and all Pledged Uncertificated Stock.

**"Pledged Uncertificated Stock"** means any Capital Stock of any Person that is not Pledged Certificated Stock, including all right, title and interest of any Grantor as a limited or general partner in any partnership not constituting Pledged Certificated Stock or as a member of any limited liability company, all right, title and interest of any Grantor in, to and under any Organizational Document of any partnership or limited liability company to which it is a party, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including in each case those interests set forth on Schedule 5, to the extent such interests are not certificated. Pledged Uncertificated Stock excludes (i) any Excluded Property and any Cash Equivalents that are not held in Controlled Securities Accounts to the extent permitted by the Related Documents and (ii) any Capital Stock issued by any given Person (other than any Subsidiary of IBC) having a value of less than \$100,000.

**"Priority Agent"** as defined in the Intercreditor Agreement; provided, that, upon the occurrence of the Discharge of Revolving Indebtedness, the Discharge of First Lien Term Loan Indebtedness and the Discharge of Third Lien Term Loan Indebtedness (each as defined in the Intercreditor Agreement), the Collateral Trustee shall be deemed the Priority Agent.

**"Priority Claimholders"** as defined in the Intercreditor Agreement.

**"Receivables"** means all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation, all such rights constituting or evidenced by an instrument or chattel paper or classified as a payment intangible and whether or not it has been earned by performance. References herein to Receivables shall include any supporting obligation or collateral securing such Receivable.

**"Registered Intellectual Property"** means all Patents, Trademarks and Copyrights that are covered by issued patents or registrations or pending patent applications or applications for registration, excluding Excluded Property.

"Related Document" means, collectively, the Investment Agreement, the ABL Facility, the Exit Credit Facility, the Third Lien Term Loan, the Indenture and, in each case, any other certificates, documents, instruments and agreements executed and delivered by IBC or any of its Subsidiaries in connection therewith.

"Related Person" means, with respect to any Person, each Affiliate of such Person and each director, officer, employee, agent, trustee, representative, attorney, accountant and each insurance, environmental, legal, financial and other advisor and other consultants and agents of or to such Person or any of its Affiliates, together with, if such Person is the Collateral Trustee, each other Person or individual designated, nominated or otherwise mandated by or helping the Collateral Trustee pursuant to and in accordance with Section 13.10(a) of the Indenture or any comparable provision of any Indenture Document.

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, standards, and legally binding rules, regulations, guidelines, ordinances, orders, judgments, writs, injunctions and decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Revolving Agent" means the "Original Revolving Agent" under the Intercreditor Agreement.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw Hill Corporation.

"Secured Parties" means, collectively, the Trustee, the Holders and the successors and assigns of each of the foregoing.

"Securities" means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"Sell" means, with respect to any property, to sell, convey, transfer, assign, license, lease or otherwise dispose of, any interest therein or to permit any Person to acquire any such interest, including, in each case, through a sale, factoring at maturity, collection of or other disposal, with or without recourse, of any notes or accounts receivable. Conjugated forms thereof and the noun "Sale" have correlative meanings.

"Software" means (a) all computer programs, including source code and object code versions, (b) all data, databases and compilations of data, whether machine readable or otherwise, and (c) all documentation, training materials and configurations related to any of the foregoing.

"Third Lien Term Loan Agent" means "Original Third Lien Term Loan Agent" as defined in the Intercreditor Agreement.

"Third Lien Term Loan Documents" means the Third Lien Term Loan and any other certificates, documents, instruments and agreements executed and delivered by IBC or any of its Subsidiaries in connection therewith.

"Trade Secret Licenses" means any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder).

"Trade Secrets" means all trade secrets and other confidential and proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form (including confidential and proprietary delivery routes) and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trademark Licenses" means any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder).

"Trademarks" means all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet Domain Names, service marks, certification marks, collective marks, logos, other source or business identifiers, all registrations and applications for any of the foregoing including: (i) the registrations and applications referred to in Schedule 6 (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of any applicable Requirement of Law, any of the attachment, perfection or priority of the Collateral Trustee's or any other Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code of a jurisdiction other than the State of New York, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of the definitions related to or otherwise used in such provisions.

"Vehicles" means all vehicles covered by a certificate of title law of any state.

**Section 1.2 Certain Other Terms.** (a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The terms "herein", "hereof" and similar terms refer to this Agreement as a whole and not to any particular Article, Section or clause in this Agreement. References herein to an Annex, Schedule, Article, Section or clause refer to the appropriate Annex or Schedule to, or Article, Section or clause in this Agreement. Where the context requires, provisions relating to any Collateral when used in relation to a Grantor shall refer to such Grantor's Collateral or any relevant part thereof.

(b) **Section 1.4 (Rules of Construction)** of the Indenture is applicable to this Agreement as and to the extent set forth therein.

## ARTICLE 2

### GRANT OF SECURITY INTEREST

Section 2.1 Collateral. For the purposes of this Agreement, all of the following property now owned or at any time hereafter acquired by a Grantor or in which a Grantor now has or at any time in the future may acquire any right, title or interests is collectively referred to as the "Collateral".

(a) all accounts, chattel paper, deposit accounts, documents (as defined in the UCC), equipment, general intangibles, Intellectual Property, instruments, Insurance, inventory, investment property, letter-of-credit rights, money (as defined in the UCC) and any supporting obligations related thereto;

(b) the commercial tort claims described on Schedule 1 and on any supplement thereto received by the Collateral Trustee pursuant to Section 4.10;

(c) all books and records pertaining to the Collateral;

(d) all property of such Grantor held by any Secured Party, including all property of every description, in the custody of or in transit to such Secured Party for any purpose, including safekeeping, collection or pledge, for the account of such Grantor or as to which such Grantor may have any right or power, including but not limited to cash;

(e) all other goods (including but not limited to fixtures) and personal property of such Grantor, whether tangible or intangible and wherever located; and

(f) to the extent not otherwise included, all proceeds of the foregoing;

provided, however, that "Collateral" shall not include any Excluded Property; and provided, further, that if and when any property shall cease to be Excluded Property, such property shall be deemed automatically from such time to constitute Collateral.

Section 2.2 Grant of Security Interest in Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Security Obligations, hereby mortgages, pledges and hypothecates to the Collateral Trustee for the benefit of the Secured Parties, and grants to the Collateral Trustee for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral of such Grantor.

Section 2.3 Continuing Liability Under the Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties thereunder to the Collateral Trustee or any other Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral to which it is a party, including, without limitation, any agreements relating to Pledged Stock, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Trustee nor any other Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Trustee nor any other Secured Party have any obligation to make

any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Stock, and (iii) the exercise by the Collateral Trustee of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES

To induce the Holders, the Trustee and the Collateral Trustee to enter into the Indenture Documents, each Grantor hereby represents and warrants each of the following to the Secured Parties:

Section 3.1 Title; No Other Liens. Except for the Lien granted to the Collateral Trustee pursuant to this Agreement and other Permitted Liens under any Indenture Document (including Section 3.2), such Grantor has good title to, or valid leasehold interests in, each item of the Collateral (except for defects in title that, individually or in the aggregate, do not materially interfere with its ability to conduct its business as currently conducted or utilize such properties for their intended purposes). The Collateral is owned by such Grantor free and clear of any and all effective Liens, other than Permitted Liens. Such Grantor (a) is the record and beneficial owner of the Collateral pledged by it hereunder constituting instruments or certificates and (b) except as otherwise permitted under any Credit Facility, has rights in or the power to transfer each other item of Collateral in which a Lien is granted by it hereunder, free and clear of any other effective Lien, other than Permitted Liens.

Section 3.2 Perfection and Priority. To the extent governed by Article 8 or 9 of the UCC, the security interest granted pursuant to this Agreement constitutes a valid perfected security interest in favor of the Collateral Trustee for the benefit of the Secured Parties in all Collateral subject, for the following Collateral, to the occurrence of the following: (i) in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the UCC, the completion of the filings specified on Schedule 2 (which, in the case of all filings and other documents referred to on such schedule, have been delivered to the Collateral Trustee in completed and duly authorized form for filing), (ii) with respect to any deposit account, the execution of Control Agreements granting control to the Collateral Trustee over such deposit accounts, (iii) in the case of all Registered Intellectual Property for which UCC filings are insufficient, all appropriate filings having been made with the Applicable IP Office, (iv) in the case of letter-of-credit rights that are not supporting obligations of Collateral, the execution of a Contractual Obligation granting control to the Collateral Trustee over such letter-of-credit rights, (v) in the case of electronic chattel paper, the completion of all steps necessary to grant control to the Collateral Trustee over such electronic chattel paper and (vi) in the case of Vehicles, the actions required under Section 4.1(f). Such security interest shall be prior to all other Liens on the Collateral except for Permitted Liens having priority over the Collateral Trustee's Lien by operation of law or unless otherwise permitted by any Related Document upon (A) in the case of all Pledged Certificated Stock, Pledged Debt Instruments and Pledged Investment Property, the delivery thereof to the Collateral Trustee of such Pledged Certificated Stock, Pledged Debt Instruments and Pledged Investment Property consisting of instruments and certificates, in each case properly endorsed for transfer to the Collateral Trustee or in blank, (B) in the case of all Pledged Investment Property not in certificated form, the execution of Control Agreements with respect to such investment property that grant control of such Pledged

Investment Property to the Collateral Trustee and (C) in the case of all other instruments and tangible chattel paper that are not Pledged Certificated Stock, Pledged Debt Instruments or Pledged Investment Property, the delivery thereof to the Collateral Trustee of such instruments and tangible chattel paper.

Section 3.3      Jurisdiction of Organization; Chief Executive Office. Such Grantor's jurisdiction of organization or formation, legal name and organizational identification number, if any, and the location of such Grantor's chief executive office or sole place of business, in each case as of the date hereof, is specified on Schedule 3.

Section 3.4      Locations of Inventory, Equipment and Books and Records. On the date hereof, such Grantor's inventory and equipment (other than any inventory and equipment in transit, that is sold on consignment or approval in the ordinary course, that is out for repair, that is at other locations for purposes of onsite maintenance or repair or that is at a location with less than \$250,000 book value for such location) and books and records concerning the Collateral (to the extent located at any corporate or accounting office) are kept at the locations listed on Schedule 4.

Section 3.5      Receivables. (a) Each Receivable (i) to the knowledge of such Grantor, is and will be the legal, valid and binding obligation of the account debtor in respect thereof, representing an unsatisfied obligation of such account debtor (except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by general principles of equity, regardless of whether considered in a proceeding at equity or law), (ii) to the knowledge of such Grantor, is and will be enforceable in accordance with its terms (except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by general principles of equity, regardless of whether considered in a proceeding at equity or law) and (iii) is and will be in compliance with all applicable laws and regulations, whether federal, state, local or foreign in all material respects.

(b) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any instrument or tangible chattel paper which has not been delivered to the Collateral Trustee or the Priority Agent, as the case may be, or constitutes electronic chattel paper that has not been subject to the control of the Collateral Trustee or the Priority Agent, as the case may be, in each such case to the extent required by Section 4.8.

Section 3.6      Pledged Collateral. (a) On the date hereof, the Pledged Stock pledged by such Grantor hereunder (i) that either (A) is issued by a Subsidiary of IBC or (B) has a book value of \$500,000 or more, is listed on Schedule 5 and constitutes that percentage of the issued and outstanding equity of all classes of each issuer thereof as set forth on Schedule 5, (ii) has been duly and validly issued and is fully paid and nonassessable (other than Pledged Stock in limited liability companies and partnerships) and (iii) to the extent issued by IBC or any of IBC's Subsidiaries, constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(b) On the date hereof, the Pledged Debt Instruments pledged by such Grantor hereunder are listed on Schedule 5, and all of such Pledged Debt Instruments issued by



IBC or any of IBC's Subsidiaries have been duly authorized, authenticated or issued and constitute the legal, valid and binding obligation of the issuers thereof, enforceable in accordance with their terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(c) As of the Issue Date, all Pledged Collateral (other than Pledged Uncertificated Stock) and all Pledged Investment Property, in each case, consisting of instruments and certificates has been delivered to the Collateral Trustee or the Priority Agent, as the case may be (subject to the terms of the Intercreditor Agreement), in accordance with Section 4.4(a).

(d) Subject to Section 5.3 and to the terms of the Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, the Collateral Trustee shall be entitled to exercise all of the rights of the Grantor granting the security interest in any Pledged Stock, and a transferee or assignee of such Pledged Stock shall become a holder of such Pledged Stock to the same extent as such Grantor and be entitled to participate in the management of the issuer of such Pledged Stock and, upon the transfer of the entire interest of such Grantor, such Grantor shall, by operation of law, cease to be a holder of such Pledged Stock.

Section 3.7 Letter-of-Credit Rights. All letters of credit in excess of \$100,000 individually in which such Grantor has rights as of the Issue Date are listed on Schedule 8, with an indication on such Schedule 8 as to which of such letters of credit are supporting obligations, and such Grantor has complied with the requirements of Section 4.8(c) with respect to each such letter of credit as of the Issue Date.

Section 3.8 Instruments and Tangible Chattel Paper Formerly Accounts. No amount payable to such Grantor under or in connection with any account is evidenced by any instrument or tangible chattel paper with a value in excess of \$100,000 individually that has not been delivered to the Collateral Trustee or the Priority Agent, as the case may be, properly endorsed for transfer, to the extent delivery is required by Section 4.8(a).

Section 3.9 Intellectual Property. (a) On the Issue Date, Schedule 6 sets forth a true and complete list of the following Intellectual Property such Grantor owns, licenses or otherwise has the right to use: (i) Registered Intellectual Property owned by such Grantor, (ii) Internet Domain Names owned by such Grantor and (iii) material IP Licenses, including for each of the foregoing items listed under (i) above (1) the owner, (2) the title, (3) the jurisdiction in which such item has been registered or otherwise arises or in which an application for registration has been filed and (4) as applicable, the registration or application number and registration or application date.

(b) To the knowledge of any Knowledge Officer of such Grantor, on the Issue Date, except as otherwise provided on Schedule 6, (i) all Material Intellectual Property owned by such Grantor is valid, in full force and effect, subsisting, unexpired and enforceable, and no Material Intellectual Property has been abandoned and (ii) such Grantor owns or has the valid right to use all Material Intellectual Property used in, or necessary to conduct, such Grantor's business, free and clear of all effective Liens except for Permitted Liens.

(c) No settlements or consents, covenants not to sue, non-assertion assurances, or releases have been entered into by such Grantor or to which such Grantor is bound

that materially adversely affect such Grantor's rights to own or use any Material Intellectual Property.

(d) With respect to each material IP License on the Issue Date: (i) to the knowledge of any Knowledge Officer of such Grantor, such IP License is valid and binding and in full force and effect and represents the entire agreement between the respective parties thereto with respect to the subject matter thereof, (ii) such Grantor has not received any notice of termination or cancellation under such IP License, (iii) no breach or default of any material IP License shall be caused by the consummation of the transactions contemplated by any Indenture Document, and (iv) such Grantor, and to the knowledge of any Knowledge Officer of such Grantor each other party thereto, is not in material breach or default of any such IP License, and no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default under such IP License.

(e) To the knowledge of any Knowledge Officer of such Grantor, on the Issue Date, and except as otherwise provided on Schedule 6, the operation of such Grantor's business as currently conducted or as contemplated to be conducted and the use of the Material Intellectual Property in connection therewith do not infringe, misappropriate, dilute, misuse or otherwise violate the Intellectual Property rights of any other Person.

(f) To the knowledge of any Knowledge Officer of such Grantor, on the Issue Date, and except as otherwise provided on Schedule 6, there are no pending or threatened actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes (other than ex parte proceedings before any Applicable IP Office) challenging the ownership, use, validity, enforceability of, or such Grantor's rights in, any Material Intellectual Property that is owned by such Grantor. Except as set forth on Schedule 6, to the knowledge of any Knowledge Officer of such Grantor, no Person has been or is infringing, misappropriating, diluting, violating or otherwise impairing any Intellectual Property that is owned by such Grantor, except as would not reasonably be expected to have a Material Adverse Effect.

(g) To the knowledge of any Knowledge Officer of such Grantor, on the Issue Date, (i) none of the material Trade Secrets of such Grantor has been misappropriated by any third party to the material detriment of such Grantor; (ii) no employee, independent contractor or agent of such Grantor has misappropriated any Trade Secrets of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Grantor to the material detriment of such Grantor; and (iii) no employee, independent contractor or agent of such Grantor is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of inventions agreement or similar agreement or contract with respect to the protection, ownership, development, use or transfer of such Grantor's Intellectual Property that could reasonably be expected to be materially detrimental to such Grantor.

(h) With respect to each Grantor, IBC's General Counsel is responsible for maintaining, administering and prosecuting the Intellectual Property of such Grantor, if any.

Section 3.10 Commercial Tort Claims. Except as listed on Schedule 1, no Grantor has any commercial tort claim existing on the date hereof as to which such Grantor reasonably expects to recover more than \$500,000.

Section 3.11 Specific Collateral. Except as previously disclosed in writing to the Collateral Trustee, none of the Collateral is or is proceeds or products of farm products, as-extracted collateral, health-care-insurance receivables or timber to be cut.

Section 3.12 Promissory Notes. On the date hereof, Schedule 7 hereto sets forth for each Grantor a list of all promissory notes and debt securities in the form of instruments payable or due to such Grantor by or from any other Person (including any other Grantor) that will not be repaid on the Issue Date, other than any such promissory note or debt security having a value of no more than \$100,000.

## ARTICLE 4

### COVENANTS

Each Grantor agrees with the Collateral Trustee to the following until the full satisfaction or discharge of the Security Obligations that are due and payable under the Indenture:

Section 4.1 Maintenance of Perfected Security Interest; Further Documentation and Consents. (a) Generally. Such Grantor shall (i) not use or permit any Collateral to be used (A) in violation of any provision of any Indenture Document, or (B) unlawfully or in violation of any Related Document or any Requirement of Law (except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect) or (C) in violation of any policy of insurance covering the Collateral, in any material respect and (ii) except as permitted under the Related Documents, not enter into any Contractual Obligation or undertaking restricting the right or ability of such Grantor or the Collateral Trustee to Sell any Collateral.

(b) Such Grantor shall take all actions reasonably requested by the Collateral Trustee or the Priority Agent, as the case may be, to maintain the security interest created by this Agreement as a perfected security interest (to the extent required hereunder) having at least the priority described in Section 3.2 and shall take commercially reasonable actions to defend such security interest and such priority against the claims and demands of all Persons, subject, in each case, to Permitted Liens and the rights of such Grantor under the Indenture to dispose of the Collateral. Notwithstanding any provision in this Agreement to the contrary, no Grantor shall be required to take any action to perfect a security interest in any asset where the Priority Agent and IBC agree the cost of perfection is excessive in relation to the benefit afforded thereby.

(c) Such Grantor shall not sell, lease, transfer, license, assign or otherwise dispose of (by operation of law or otherwise) any Collateral except for sales, leases, transfers, licenses, assignments and other dispositions to the extent not restricted under the Indenture.

(d) Such Grantor shall furnish to the Collateral Trustee from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection therewith as the Collateral Trustee may reasonably request, all in reasonable detail and in form reasonably satisfactory to the Collateral Trustee.

(e) Subject to the terms of the Intercreditor Agreement, at any time and from time to time, upon the written request of the Collateral Trustee, such Grantor shall, for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, (i) promptly and duly execute and deliver, and have recorded, such further documents, including an authorization to file (or, as applicable, the filing of) any reasonably

requested financing statement or amendment under the UCC (or other filings under similar Requirements of Law) in effect in any jurisdiction with respect to the security interest created hereby and (ii) take such further action as the Collateral Trustee may reasonably request, including (A) during the continuance of an Event of Default, using commercially reasonable efforts to secure all approvals necessary for the assignment to or for the benefit of the Collateral Trustee of any Contractual Obligation, including any IP License, held by such Grantor and to enforce the security interests granted hereunder and (B) executing and delivering any Control Agreements with respect to deposit accounts, securities accounts and commodity accounts to the extent required hereunder. Notwithstanding any provision in this Agreement to the contrary, any obligation to make filings or recordings against Registered Intellectual Property outside of the United States of America shall be limited to such Registered Intellectual Property that is in use by IBC or its Subsidiaries in the applicable country or jurisdiction and the Collateral Trustee acknowledges that no such filings are contemplated as of the Issue Date.

(f) (i) If the Collateral Trustee is the Priority Agent with respect to Vehicle Collateral while an Event of Default has occurred and is continuing, or (ii) if the Collateral Trustee is not the Priority Agent with respect to Vehicle Collateral and the Priority Claimholders at such time cause such Grantor to do so, such Grantor shall arrange for the Collateral Trustee's security interest to be noted on the certificate of title of each Vehicle and shall file any other necessary documentation in each jurisdiction that the Priority Agent shall reasonably deem advisable to perfect its security interest in any Vehicle.

Section 4.2 (a) Changes in Name, Jurisdiction, Etc. Except upon 15 days' prior written notice to the Collateral Trustee (or such shorter period reasonably satisfactory to the Collateral Trustee) and, subject to the terms of the Intercreditor Agreement, delivery to the Collateral Trustee or the Priority Agent, as the case may be, of all documents reasonably requested by the Collateral Trustee to maintain the validity, perfection and priority of the security interests provided for herein, such Grantor shall not do any of the following:

(i) change its jurisdiction of organization, in each case from that referred to in Section 3.3; or

(ii) change its legal name or organizational identification number, if any, or corporation, limited liability company, partnership or other organizational structure to such an extent that any financing statement filed in connection with this Agreement would become misleading.

(b) Changes in Locations of Inventory. No Grantor shall permit any Inventory to be moved to a location at which Inventory with an aggregate book value in excess of \$100,000 is located, other than those listed on Schedule 4, unless the Collateral Trustee has received written notice within thirty (30) days following the date on which such Inventory is moved to such new location.

Section 4.3 Other Changes. Except as provided in Section 4.9(e), each year, concurrently with the delivery to the First Lien Term Loan Agent or Third Lien Term Loan Agent of annual financial statements with respect to the preceding Fiscal Year pursuant to Section 5.1(c) of the Exit Credit Facility or the Third Lien Term Loan Facility (or at such time as such delivery would have been required if there shall have occurred a Discharge of First Lien Term Loan Indebtedness and a Discharge of Third Lien Term Loan Indebtedness), IBC shall deliver to the Collateral Trustee a written supplement to the Schedules hereto setting forth any information

required hereunder to be set forth in the Schedules that has changed since the Issue Date or the date of the most recent supplement delivered pursuant to this Section 4.3.

Section 4.4 Pledged Collateral. (a) Delivery of Pledged Collateral. Such Grantor shall (i) promptly after such Grantor obtains possession thereof, deliver to the Priority Agent or the Collateral Trustee, as the case may be (subject to the terms of the Intercreditor Agreement), in the exact form received, duly indorsed by such Grantor to the Collateral Trustee (subject to the terms of the Intercreditor Agreement), together with an undated stock or other transfer power duly executed in blank, (A) all Pledged Certificated Stock, (B) all Pledged Debt Instruments and (C) all certificates and instruments evidencing Pledged Investment Property and (ii) to the extent required by this Agreement or the Indenture Documents, maintain all other Pledged Investment Property in a Controlled Securities Account.

(b) Event of Default. Subject to the terms of the Intercreditor Agreement, during the continuance of an Event of Default, the Collateral Trustee shall have the right, at any time in its discretion and without notice to the Grantor, to transfer to or to register in its name or in the name of its nominees any Pledged Collateral or any Pledged Investment Property. Subject to the terms of the Intercreditor Agreement, during the continuance of an Event of Default, the Collateral Trustee shall have the right at any time to exchange any certificate or instrument representing or evidencing any Pledged Collateral or any Pledged Investment Property for certificates or instruments of smaller or larger denominations.

(c) Distributions with respect to Pledged Collateral. Except as provided in Article 5, such Grantor shall be entitled to receive all cash dividends, distributions, principal and interest paid in respect of the Pledged Collateral (other than non-cash dividends) with respect to the Pledged Collateral. Upon the occurrence and during the continuance of an Event of Default, any sums paid upon or in respect of any Pledged Collateral upon the liquidation or dissolution of any issuer of any Pledged Collateral, any distribution of capital made on or in respect of any Pledged Collateral or any property distributed upon or with respect to any Pledged Collateral pursuant to the recapitalization or reclassification of the capital of any issuer of Pledged Collateral or pursuant to the reorganization thereof shall be, unless otherwise (i) subject to a perfected security interest (with the priorities contemplated herein) in favor of the Collateral Trustee or (ii) applied in accordance with the Indenture, paid into a deposit account or securities account that is subject to a perfected security interest (with the priorities contemplated herein) in favor of the Collateral Trustee. Subject to the terms of the Intercreditor Agreement, during the continuance of an Event of Default, if any sum of money or property so paid or distributed in respect of any Pledged Collateral shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Collateral Trustee and is not described in clause (i) or (ii) of the preceding sentence, hold such money or property in trust for the Collateral Trustee, segregated from other funds of such Grantor, as additional security for the Security Obligations.

(d) Voting Rights. Except as provided in Article 5, such Grantor shall be entitled to exercise all voting, consent and corporate, partnership, limited liability company and similar rights with respect to the Pledged Collateral; provided, however, that no vote shall be cast, consent given or right exercised or other action taken by such Grantor that would impair in any material respect the Collateral (except to the extent permitted under the Related Documents), be inconsistent with or result in any violation of any provision of this Agreement, the Indenture or any other Indenture Document or adversely affect the rights inuring to a holder of the Pledged Collateral.



(e) Grantors as Issuers. In the case of each Grantor which is an issuer of Pledged Collateral, such Grantor agrees that (i) it shall be bound by the terms of this Agreement relating to the Pledged Collateral issued by it and shall comply with such terms insofar as such terms are applicable to it and (ii) the terms of Section 5.3(c) shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 5.3(c) with respect to the Pledged Securities issued by it. In addition, each Grantor which is either an issuer or an owner of any Pledged Collateral hereby consents to the grant by each other Grantor of the security interest hereunder in favor of the Collateral Trustee and to the transfer of any Pledged Collateral to the Collateral Trustee or its nominee following an Event of Default and to the substitution of the Collateral Trustee or its nominee as a partner, member or shareholder of the issuer of the related Pledged Collateral.

(f) Amendments. Such Grantor shall not, without the consent of the Collateral Trustee, agree to any amendment to any Organizational Document of such Grantor or any issuer of Pledged Collateral that in any way adversely affects the perfection of the security interest of the Collateral Trustee in the Pledged Collateral pledged hereunder, including any amendment electing to treat any limited liability company interest or partnership interest that is part of the Pledged Collateral as a "security" under Section 8-103 of the UCC of the applicable jurisdiction.

Section 4.5 Accounts. (a) Subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, the Collateral Trustee shall, at its option, have the right to settle, adjust or compromise any claim, offset, counterclaim or dispute with Account Debtors or grant any credits, discounts or allowances.

(b) With respect to each Account: (i) the amounts shown on any invoice delivered to the Collateral Trustee or schedule thereof delivered to the Collateral Trustee shall be true and complete in all material respects, (ii) other than in the ordinary course of business or as permitted under the Related Documents, no credit, discount, allowance or extension or agreement for any of the foregoing shall be granted to any Account Debtor, (iii) other than in the ordinary course of business or as permitted under the Related Documents, there shall be no release, wholly or partially, of any Person liable for the payment of any Account and (iv) other than in the ordinary course of business or as permitted under the Related Documents there shall be no amendment, supplement or modification to any Account in any manner that could adversely affect the value thereof.

(c) The Priority Agent with respect to the Accounts shall have the right to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and such Grantor shall furnish all such assistance and information as the Priority Agent may reasonably require in connection therewith.

(d) Such Grantor shall keep and maintain at its own cost and expense records of the Accounts consistent with past practice, including, but not limited to, the originals or electronic copies of all documentation with respect to all Accounts and records of all payments received and all credits granted on the Accounts, all merchandise returned and all other dealings therewith.

Section 4.6 Inventory. With respect to the Inventory: (a) such Grantor shall at all times maintain Inventory records consistent with past practice, including keeping correct and accurate records in all material respects itemizing and describing the kind and type of Inventory.

such Grantor's cost therefor and withdrawals therefrom and additions thereto; (b) as between the Collateral Trustee, the Trustee and the Holders, on the one hand, and the Grantors, on the other hand, each Grantor assumes all responsibility and liability arising from or relating to the use, sale or other disposition of the Inventory (but nothing contained herein shall be construed as the basis for any liability of any Grantor as to any third party); (c) other than in the ordinary course of business, such Grantor shall not sell Inventory to any customer on approval, or any other basis which entitles the customer to return or may obligate any Grantor to repurchase such Inventory; and (d) other than in the ordinary course of business, such Grantor shall keep the Inventory in good and marketable condition.

**Section 4.7      Commodity Contracts.** If such Grantor shall maintain any commodity account, it shall promptly notify the Collateral Trustee in writing and (unless the Priority Agent shall otherwise agree) use its commercially reasonable efforts to cause the applicable commodity intermediary to enter into an agreement in writing in form and substance reasonably satisfactory to the Priority Agent and consistent with the Intercreditor Agreement, with such Grantor and the Agents (as defined in the Intercreditor Agreement) providing the Priority Agent with "control" (as defined in Section 9-106(b)(2) of the UCC) of such commodity account.

**Section 4.8      Delivery of Instruments and Tangible Chattel Paper and Control of Investment Property, Letter-of-Credit Rights and Electronic Chattel Paper.** (a) If any amount payable under or in connection with any Collateral owned by such Grantor shall be or become evidenced by an instrument or a tangible chattel paper in an amount in excess of \$100,000, other than such instrument delivered in accordance with Section 4.4(a), such Grantor shall promptly notify the Priority Agent and, at the request of the Priority Agent, shall immediately deliver such instrument or tangible chattel paper to the Priority Agent (subject to the terms of the Intercreditor Agreement), duly indorsed in a manner reasonably satisfactory to the Priority Agent and/or mark all such instruments with the following legend: "This writing and the obligations evidenced or secured hereby are subject to certain security interests granted to each of General Electric Capital Corporation, as Administrative Agent and Collateral Agent, Silver Point Finance, LLC, as Collateral Agent, Silver Point Finance, LLC, as Collateral Agent, and The Bank of New York Mellon Trust Company, N.A., as Collateral Trustee."; provided that if one of the parties referenced in the foregoing legend no longer holds a security interest in such instrument, the legend will be appropriately revised.

(b) Except as otherwise permitted under the Related Documents, such Grantor shall not grant "control" (within the meaning of such term under Article 9-106 of the UCC) over any investment property to any Person other than the Collateral Trustee, the Revolving Agent, the First Lien Term Loan Agent and the Third Lien Term Loan Agent, in each case, subject to the terms of the Intercreditor Agreement.

(c) If such Grantor is or becomes the beneficiary of a letter of credit that is (i) not a supporting obligation of any Collateral and (ii) in excess of \$100,000, such Grantor shall promptly notify the Priority Agent thereof and use commercially reasonable efforts to enter into a Contractual Obligation with the Priority Agent, the issuer of such letter of credit or any nominated person with respect to the letter-of-credit rights under such letter of credit. Such Contractual Obligation shall assign such letter-of-credit rights to the Priority Agent and such assignment shall be sufficient to grant control to the Priority Agent for the purposes of Section 9-107 of the UCC (or any similar section under any equivalent UCC). Such Contractual Obligation shall also direct all payments thereunder to a Blocked Account to the extent required by the

Indenture. The provisions of the Contractual Obligation shall be in form and substance reasonably satisfactory to the Priority Agent.

(d) If any amount in excess of \$100,000 payable under or in connection with any Collateral owned by such Grantor shall be or become evidenced by electronic chattel paper, such Grantor shall notify the Priority Agent and, if requested by the Priority Agent, use commercially reasonable efforts to grant the Priority Agent control of all such electronic chattel paper for the purposes of Section 9-105 of the UCC (or any similar section under any equivalent UCC) and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

Section 4.9 Intellectual Property. (a) Within 60 days after the filing of any additional Registered Intellectual Property of such Grantor, such Grantor shall provide the Collateral Trustee notification thereof and short-form intellectual property agreements and assignments in a form similar to those required to be delivered pursuant to Section 4.9(e) and other documents in substantially similar form to those that the Priority Agent, in accordance with the terms of the Intercreditor Agreement, reasonably requests with respect thereto.

(b) Such Grantor shall (and shall require all its applicable licensees to) (i) (1) continue to use each Trademark owned by such Grantor included in the Material Intellectual Property in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is used that is material to the business of IBC or its Subsidiaries, free from any claim of abandonment for non-use, (2) maintain at least the same standards of quality of products and services offered under such Trademark as are currently maintained, (3) when appropriate (as determined in such Grantor's good faith business judgment), use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (4) not adopt or use any other Trademark that is confusingly similar or a colorable imitation of such Trademark unless the Collateral Trustee shall obtain a security interest in such other Trademark pursuant to this Agreement and (ii) not knowingly do any act or omit to do any act whereby (w) the Trademarks included in the Material Intellectual Property (or any goodwill associated therewith included in the Intellectual Property) are reasonably likely to become destroyed, invalidated, materially impaired or harmed in any way, (x) any Patents included in the Material Intellectual Property are reasonably likely to become forfeited, misused, unenforceable, abandoned or dedicated to the public, (y) any Copyrights included in the Material Intellectual Property are reasonably likely to become invalidated, otherwise materially impaired or fall into the public domain or (z) any Trade Secret that is Material Intellectual Property is reasonably likely to become publicly available or otherwise unprotectable.

(c) Such Grantor shall notify the Collateral Trustee promptly if any Knowledge Officer knows that any application or registration relating to any Material Intellectual Property will become forfeited, misused, unenforceable, abandoned or dedicated to the public, or of any materially adverse determination or development regarding the validity or enforceability or such Grantor's ownership of, interest in, right to use, register, own or maintain any Material Intellectual Property (including the institution of, or any such determination or development in, any proceeding that could reasonably be expected to result in any of the foregoing in any Applicable IP Office, other than a routine office action or other determination or development in the ordinary course of prosecution before an Applicable IP Office). Such Grantor shall take all commercially reasonable actions that are necessary or reasonably requested by the Priority Agent to maintain and pursue each application (and to obtain the relevant registration or recordation)

and to maintain each registration and recordation included in the Material Intellectual Property, provided, that the parties acknowledge that nothing in this Agreement prevents such Grantor from disposing of or discontinuing the use of or maintenance of any of its Intellectual Property if such Grantor determines in its good faith business judgment that such disposal or discontinuance is desirable in the conduct of its business.

(d) Such Grantor shall not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise impair the Intellectual Property of any other Person. In the event that such Grantor has reason to believe that any Material Intellectual Property of such Grantor is or has been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, such Grantor shall take all commercially reasonable actions appropriate under the circumstances (as determined by such Grantor in its good faith business judgment) in response thereto, including, if determined to be appropriate, promptly bringing suit and recovering all damages therefor.

(e) Such Grantor shall, promptly upon the reasonable request of the Collateral Trustee, execute and deliver to the Collateral Trustee any document required to acknowledge, confirm, register, record or perfect the Collateral Trustee's interest in any part of the Intellectual Property constituting Collateral, whether now owned or hereafter acquired by such Grantor, including, short-form intellectual property security agreements in the form attached hereto as Annex 3 for all Registered Intellectual Property of such Grantor.

(f) Except as otherwise permitted under the Related Documents, such Grantor shall use commercially reasonable efforts so as not to permit the inclusion in any material contract or license to which it hereafter becomes a party of any provision that would reasonably be likely to materially impair or prevent the creation of a security interest in, or the assignment (upon an Event of Default) of, such Grantor's interest in any Material Intellectual Property which such Grantor acquires under any such contract or license.

Section 4.10 Notices. Such Grantor shall promptly notify the Priority Agent in writing of its acquisition of any interest hereafter in property (other than Excluded Property) with a value in excess of \$250,000 that is of a type subject to a statute, regulation or treaty of the United States of America described in Section 9-311(a)(1) of the UCC; provided, however, that such Grantor shall only be required to notify the Collateral Trustee of additional Intellectual Property in accordance with Section 4.9(a). Unless otherwise agreed by the Priority Agent, within 90 days after the Issue Date (or such longer period as the Priority Agent may agree), such Grantor shall file documentation with the United States Surface Transportation Board to provide the Collateral Trustee with a perfected security interest in each rail car (other than any Excluded Property) that such Grantor owns as of the Issue Date pursuant to 49 U.S.C.A. Section 11301, in form and substance substantially similar to those the Priority Agent approves, and if the Priority Agent reasonably requests, such Grantor shall promptly perfect the Collateral Trustee's security interest in rail cars (other than any Excluded Property) acquired after the Issue Date in a similar manner.

Section 4.11 Notice of Commercial Tort Claims. Such Grantor agrees that, if it shall acquire any interest in any commercial tort claim (whether from another Person or because such commercial tort claim shall have come into existence) as to which it has claimed or reasonably expects to recover more than \$500,000, (i) such Grantor shall promptly deliver to the Collateral Trustee a notice of the existence and nature of such commercial tort claim and a supplement to Schedule 1 containing a description of such commercial tort claim, in each case in form and

substance substantially similar to those delivered to the Priority Agent, (ii) Section 2.1 shall apply to such commercial tort claim and (iii) such Grantor shall execute and deliver to the Collateral Trustee and take all other action, in each case in form and substance substantially similar to those deliveries or actions deemed by the Priority Agent to be reasonably necessary for the Priority Agent to obtain, on behalf of the Priority Claimholders, a perfected security interest having at least the priority set forth in Section 3.2 in all such commercial tort claims. Any supplement to Schedule 1 delivered pursuant to this Section 4.10 shall, after the receipt thereof by the Collateral Trustee, become part of Schedule 1 for all purposes hereunder other than in respect of representations and warranties made prior to the date of such receipt.

**Section 4.12     Deposit Accounts and Securities Accounts.**

(a) Subject to the terms of the Intercreditor Agreement, each Grantor shall (i) within sixty (60) days after the Issue Date (or such longer period as may be reasonably acceptable to the Priority Agent) and thereafter until the Discharge of Revolving Indebtedness (as defined in the Intercreditor Agreement) occurs, provide the Priority Agent with a perfected security interest in each Controlled Deposit Account required to be established and maintained pursuant to the ABL Facility Documents, (ii) after the Discharge of Revolving Indebtedness (as defined in the Intercreditor Agreement) shall have occurred and thereafter until the Discharge of First Lien Term Loan Indebtedness (as defined in the Intercreditor Agreement) has occurred, provide the Priority Agent with a perfected security interest in each Controlled Deposit Account required to be established and maintained pursuant to the First Lien Term Loan Documents, (iii) after both the Discharge of Revolving Indebtedness and the Discharge of First Lien Term Loan Indebtedness (each as defined in the Intercreditor Agreement) shall have occurred, provide the Priority Agent with a perfected security interest in each Controlled Deposit Account required to be established and maintained pursuant to the Third Lien Term Loan Documents, (iv) after the Discharge of Revolving Indebtedness, the Discharge of First Lien Term Loan Indebtedness and the Discharge of Third Lien Term Loan Indebtedness (each as defined in the Intercreditor Agreement), (A) maintain each concentration account as a Controlled Deposit Account subject to a perfected security interest in favor of the Priority Agent and (B) transfer cash balances in cash management accounts (i.e., collection accounts and other accounts into which proceeds of obligations of customers are deposited) into such concentration accounts on a regular basis, substantially in accordance with historical cash management procedures (but, in any event, no less frequently than weekly), (v) use commercially reasonable efforts to, within sixty (60) days after the Issue Date (or such longer period as may reasonably be acceptable to the Priority Agent), enter into a Control Agreement covering Account #4502-2639 held at Wachovia Securities, and (vi) prior to opening any other securities accounts, other than Excluded Property, use commercially reasonable efforts to enter into a Control Agreement with regard to any such accounts, to provide the Priority Agent with a perfected security interest over such account. Subject to the terms of the Intercreditor Agreement and the applicable Control Agreement, at any time when an Event of Default shall have occurred and be continuing, the Priority Agent shall have the right to require the financial institutions at which any Controlled Deposit Accounts are maintained to remit to the Priority Agent all funds maintained in such Controlled Deposit Accounts, such funds to be applied by the Priority Agent against the Security Obligations; provided, that such requirement will cease to apply (unless subsequently triggered again) if such Event of Default shall have been cured or waived.

(b) The Collateral Trustee shall not have any responsibility for, or bear any risk of loss of, any investment or income of any funds in any Controlled Securities Account. If an

Event of Default has occurred and is continuing, subject to the terms of the Intercreditor Agreement and the applicable Control Agreement, the Collateral Trustee may apply funds then held in any Controlled Deposit Account or Controlled Securities Account to the payment of Security Obligations in accordance with the Indenture.

## ARTICLE 5

### REMEDIAL PROVISIONS

Section 5.1      Code and Other Remedies. (a) UCC Remedies. Subject to the terms of the Intercreditor Agreement, during the continuance of an Event of Default, the Collateral Trustee may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to any Security Obligation, all rights and remedies of a secured party under the UCC or any other applicable law.

(b) Disposition of Collateral. Without limiting the generality of the foregoing, subject to the terms of the Intercreditor Agreement, the Collateral Trustee may, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), during the continuance of any Event of Default (personally or through its agents or attorneys), (i) enter upon the premises where any Collateral is located, without any obligation to pay rent, through self-help, without judicial process, without first obtaining a final judgment or giving any Grantor or any other Person notice or opportunity for a hearing on the Collateral Trustee's claim or action, (ii) collect, receive, appropriate and realize upon any Collateral and (iii) Sell, grant option or options to purchase and deliver any Collateral (enter into Contractual Obligations to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such terms and conditions as it may reasonably deem advisable and at such prices as it may reasonably deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Collateral Trustee shall have the right, upon any such public sale or sales and, to the extent permitted by the UCC and other applicable Requirements of Law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of any Grantor, which right or equity is hereby waived and released. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Collateral Trustee shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Trustee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Collateral Trustee may sell the Collateral without giving any warranties as to the Collateral. The Collateral Trustee may specifically disclaim or modify any warranties of title or the like. Each Grantor hereby waives any claims against the Collateral Trustee arising by reason of the fact that the price at which any Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Trustee accepts the first offer received and does not offer such Collateral to more than one offeree.

(c) Management of the Collateral. Subject to the terms of the Intercreditor Agreement, each Grantor further agrees, that, during the continuance of any Event of Default, (i) at the Collateral Trustee's request, it shall promptly and at its own expense assemble the Collateral and make it available to the Collateral Trustee at places that the Collateral Trustee shall reasonably select, whether at such Grantor's premises or elsewhere, (ii) without limiting the foregoing, the Collateral Trustee also has the right to require that each Grantor store and keep any Collateral pending further action by the Collateral Trustee and, while any such Collateral is so stored or kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain such Collateral in good condition, (iii) until the Collateral Trustee is able to Sell any Collateral, the Collateral Trustee shall have the right to hold or use such Collateral to the extent that it deems appropriate for the purpose of preserving the Collateral or its value or for any other purpose reasonably deemed appropriate by the Collateral Trustee and (iv) the Collateral Trustee may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of the Collateral Trustee's remedies (for the benefit of the Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment. The Collateral Trustee shall not have any obligation to any Grantor to maintain or preserve the rights of any Grantor as against third parties with respect to any Collateral while such Collateral is in the possession of the Collateral Trustee.

(d) Application of Proceeds. Subject to the terms of the Intercreditor Agreement, the Collateral Trustee shall apply the cash proceeds of any action taken by it pursuant to this Section 5.1, after deducting all out-of-pocket costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any Collateral or in any way relating to the Collateral or the rights of the Collateral Trustee and any other Secured Party hereunder, including attorneys' fees and disbursements, in each case, to the extent to be reimbursed pursuant to the Indenture, to the payment in whole or in part of the Security Obligations, as set forth in the Indenture, and only after such application and after the payment by the Collateral Trustee of any other amount required by any Requirement of Law, need the Collateral Trustee account for the surplus, if any, to any Grantor.

(e) Sales on Credit. If the Collateral Trustee sells any of the Collateral upon credit, the applicable Grantor will be credited only with payments actually made by the purchaser and received by the Collateral Trustee and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, the Collateral Trustee may resell the Collateral and the Grantor shall be credited with proceeds of the sale.

(f) Direct Obligation. Neither the Collateral Trustee nor any other Secured Party shall be required to make any demand upon, or pursue or exhaust any right or remedy against, any Grantor, any other Indenture Party or any other Person with respect to the payment of the Obligations or to pursue or exhaust any right or remedy with respect to any Collateral therefor. All of the rights and remedies of the Collateral Trustee and any other Secured Party under any Indenture Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any Requirement of Law. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Collateral Trustee or any other Secured Party, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety, now or hereafter existing, arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or

other disposition of any Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

(g) Commercially Reasonable. To the extent that applicable Requirements of Law impose duties on the Collateral Trustee to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is not commercially unreasonable for the Collateral Trustee to do any of the following in connection with the exercise of such remedies:

(i) fail to incur significant costs, expenses or other Liabilities reasonably deemed as such by the Collateral Trustee to prepare any Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition;

(ii) fail to obtain Permits, or other consents, for access to any Collateral to Sell or for the collection or Sale of any Collateral, or, if not required by other Requirements of Law, fail to obtain Permits or other consents for the collection or disposition of any Collateral;

(iii) fail to exercise remedies against account debtors or other Persons obligated on any Collateral or to remove Liens on any Collateral or to remove any adverse claims against any Collateral;

(iv) advertise dispositions of any Collateral through publications or media of general circulation, whether or not such Collateral is of a specialized nature or to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring any such Collateral;

(v) exercise collection remedies against account debtors and other Persons obligated on any Collateral, directly or through the use of collection agencies or other collection specialists, hire one or more professional auctioneers to assist in the disposition of any Collateral, whether or not such Collateral is of a specialized nature or, to the extent deemed appropriate by the Collateral Trustee, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Collateral Trustee in the collection or disposition of any Collateral, or utilize Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets to dispose of any Collateral;

(vi) dispose of assets in wholesale rather than retail markets;

(vii) disclaim disposition warranties, such as title, possession or quiet enjoyment; or

(viii) purchase insurance or credit enhancements to insure the Collateral Trustee against risks of loss, collection or disposition of any Collateral or to provide to the Collateral Trustee a guaranteed return from the collection or disposition of any Collateral.

Each Grantor acknowledges that the purpose of this Section 5.1 is to provide a non-exhaustive list of actions or omissions that are commercially reasonable when exercising remedies against any

Collateral and that other actions or omissions by the Secured Parties shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 5.1. Without limitation upon the foregoing, nothing contained in this Section 5.1 shall be construed to grant any rights to any Grantor or to impose any duties on the Collateral Trustee that would not have been granted or imposed by this Agreement or by applicable Requirements of Law in the absence of this Section 5.1.

(h) IP Licenses. For the purpose of enabling the Collateral Trustee to exercise rights and remedies under this Section 5.1 (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, Sell or grant options to purchase any Collateral) at such time as, subject to the terms of the Intercreditor Agreement, the Collateral Trustee shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, (i) an irrevocable, nonexclusive, worldwide license (exercisable without payment of royalty or other compensation to such Grantor), including in such license the right to sublicense, use and practice any Intellectual Property now owned or hereafter acquired by such Grantor and access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof, in each case to the extent of such Grantor's rights therein and to the extent permitted by applicable licenses or other agreements related thereto, and (ii) an irrevocable license (without payment of rent or other compensation to such Grantor) to use, operate and occupy all real property owned, operated, leased, subleased or otherwise occupied by such Grantor. With respect to Trademarks licensed under this Section 5.1, the applicable Grantor shall have such rights of quality control and inspection which are reasonably necessary by applicable law to maintain the validity and enforceability of such Trademarks.

Section 5.2 Accounts and Payments in Respect of General Intangibles. (a) In addition to, and not in substitution for, any similar requirement in the Indenture, subject to the terms of the Intercreditor Agreement, if required by the Collateral Trustee at any time during the continuance of an Event of Default, any payment of accounts or payment in respect of general intangibles, when collected by any Grantor, shall be promptly (and, in any event, within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Trustee, in a Blocked Account, subject to withdrawal by the Collateral Trustee as provided in Section 5.4. Until so turned over, such payment shall be held by such Grantor in trust for the Collateral Trustee, segregated from other funds of such Grantor. Each such deposit of proceeds of accounts and payments in respect of general intangibles shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(b) At any time, subject to the terms of the Intercreditor Agreement:

(i) during the continuance of an Event of Default, each Grantor shall, upon the Collateral Trustee's request, deliver to the Collateral Trustee all original and other documents evidencing, and relating to, the Contractual Obligations and transactions that gave rise to any account or any payment in respect of general intangibles, including all original orders, invoices and shipping receipts and notify account debtors that the accounts or general intangibles have been collaterally assigned to the Collateral Trustee and that payments in respect thereof shall be made directly to the Collateral Trustee;

(ii) during the continuance of an Event of Default, the Collateral Trustee may, without notice, limit or terminate the authority of a Grantor to collect its accounts or

amounts due under general intangibles or any thereof and, in its own name or in the name of others, and enforce such Grantor's rights against such account debtors and obligors of general intangibles;

(iii) communicate with account debtors to verify with them to the Collateral Trustee's satisfaction the existence, amount and terms of any account or amounts due under any general intangible; and

(iv) during the continuance of an Event of Default, each Grantor shall take all actions, deliver all documents and provide all information necessary or reasonably requested by the Collateral Trustee to ensure any Internet Domain Name is registered.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each account and each payment in respect of general intangibles to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Secured Party shall have any obligation or liability under any agreement giving rise to an account or a payment in respect of a general intangible by reason of or arising out of any Indenture Document or the receipt by any Secured Party of any payment relating thereto, nor shall any Secured Party be obligated in any manner to perform any obligation of any Grantor under or pursuant to any agreement giving rise to an account or a payment in respect of a general intangible, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

Section 5.3 Pledged Collateral. (a) Voting Rights. During the continuance of an Event of Default, subject to the terms of the Intercreditor Agreement, upon written notice by the Collateral Trustee to the relevant Grantor or Grantors, the Collateral Trustee or its nominee may exercise (A) any voting, consent, corporate and other right pertaining to the Pledged Collateral at any meeting of shareholders, partners or members, as the case may be, of the relevant issuer or issuers of Pledged Collateral or otherwise and (B) any right of conversion, exchange and subscription and any other right, privilege or option pertaining to the Pledged Collateral as if it were the absolute owner thereof (including the right to exchange at its discretion any Pledged Collateral upon the merger, amalgamation, consolidation, reorganization, recapitalization or other fundamental change in the corporate or equivalent structure of any issuer of Pledged Stock, the right to deposit and deliver any Pledged Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Trustee may determine), all without liability except to account for property actually received by it: provided, however, that the Collateral Trustee shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(b) Cash Distributions. During the continuance of an Event of Default, subject to the terms of the Intercreditor Agreement, upon notice by the Collateral Trustee to the relevant Grantor or Grantors, the Collateral Trustee shall have, subject to the terms of the Intercreditor Agreement, the right to receive all cash dividends and other payments paid in respect of the Pledged Stock and all payments made in respect of the Pledged Debt Instruments and make application thereof to the Security Obligations in the order set forth in the Indenture.

(c) Proxies. In order to permit the Collateral Trustee to exercise the voting and other consensual rights that it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions that it may be entitled to receive hereunder, subject to the terms of the Intercreditor Agreement, (i) during the continuance of an Event of Default, each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Trustee all such proxies, dividend payment orders and other instruments as the Collateral Trustee may from time to time reasonably request and (ii) without limiting the effect of clause (i) above, such Grantor hereby grants to the Collateral Trustee an irrevocable proxy to vote all or any part of the Pledged Collateral and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Collateral would be entitled (including giving or withholding written consents of shareholders, partners or members, as the case may be, calling special meetings of shareholders, partners or members, as the case may be, and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Collateral on the record books of the issuer thereof) by any other person (including the issuer of such Pledged Collateral or any officer or agent thereof) only during the continuance of an Event of Default and which proxy shall only terminate upon the payment in full of the Security Obligations.

(d) Authorization of Issuers. Each Grantor hereby expressly irrevocably authorizes and instructs, without any further instructions from such Grantor, each issuer of any Pledged Collateral pledged hereunder by such Grantor to, subject to the terms of the Intercreditor Agreement, (i) comply with any instruction received by it from the Collateral Trustee in writing that states that an Event of Default is continuing and is otherwise in accordance with the terms of this Agreement and each Grantor agrees that such issuer shall be fully protected from Liabilities to such Grantor in so complying and (ii) unless otherwise expressly permitted hereby, pay any dividend or make any other payment with respect to the Pledged Collateral directly to the Collateral Trustee.

Section 5.4 Proceeds to be Turned over to and Held by Collateral Trustee. Upon the acceleration of the Security Obligations pursuant to Section 6.2 of the Indenture and unless otherwise expressly provided in the Indenture, the Intercreditor Agreement or this Agreement, all proceeds of any Collateral received by any Grantor hereunder in cash or Cash Equivalents shall be held by such Grantor in trust for the Collateral Trustee and the other Secured Parties, segregated from other funds of such Grantor, and shall, promptly upon receipt by any Grantor, be turned over to the Collateral Trustee in the exact form received (with any necessary endorsement). All such proceeds of Collateral and any other proceeds of any Collateral received by the Collateral Trustee in cash or Cash Equivalents shall be held by the Collateral Trustee in a Blocked Account. All proceeds being held by the Collateral Trustee in a Blocked Account (or by such Grantor in trust for the Collateral Trustee) shall continue to be held as collateral security for the Security Obligations and shall not constitute payment thereof until applied as provided in the Indenture.

Section 5.5 Registration Rights. (a) If the Collateral Trustee shall determine to exercise its rights to Sell any portion of the Pledged Collateral by registering such Pledged Collateral under the provisions of the Securities Act, each relevant Grantor shall cause the issuer thereof to do or cause to be done all acts as may be, in the opinion of the Collateral Trustee, necessary or advisable to register such Pledged Collateral or that portion thereof to be Sold under the provisions of the Securities Act, all as directed by the Collateral Trustee in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and

Exchange Commission applicable thereto and in compliance with the securities or "Blue Sky" laws of any jurisdiction that the Collateral Trustee shall designate.

(b) Each Grantor recognizes that the Collateral Trustee may be unable to effect a public sale of any Pledged Collateral by reason of certain prohibitions contained in the Securities Act and applicable state or foreign securities laws or otherwise or may determine that a public sale is impracticable, not desirable or not commercially reasonable and, accordingly, may resort to one or more private sales thereof to a restricted group of purchasers that shall be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Trustee shall be under no obligation to delay a sale of any Pledged Collateral for the period of time necessary to permit the issuer thereof to register such securities for public sale under the Securities Act or under applicable state securities laws even if such issuer would agree to do so.

(c) Each Grantor agrees to use its reasonable best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of any portion of the Pledged Collateral pursuant to this Section 5.5 valid and binding and in compliance with all applicable Requirements of Law. Each Grantor further agrees that a breach of any covenant contained in this Section 5.5 will cause irreparable injury to the Collateral Trustee and other Secured Parties, that the Collateral Trustee and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5.5 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defense against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Indenture.

Section 5.6 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Security Obligations and the fees and disbursements of any attorney employed by the Collateral Trustee or any other Secured Party to collect such deficiency.

## ARTICLE 6

### THE COLLATERAL TRUSTEE

Section 6.1 Collateral Trustee's Appointment as Attorney-in-Fact. (a) Each Grantor hereby irrevocably constitutes and appoints the Collateral Trustee and any Related Person thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of the Indenture Documents, subject to the terms of the Intercreditor Agreement, to take any appropriate action and to execute any document or instrument that may be necessary or desirable to accomplish the purposes of the Indenture Documents, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Trustee and its Related Persons the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, subject to the terms of the Intercreditor Agreement, to do any of the following when an Event of Default shall be continuing:

(i) in the name of such Grantor, in its own name or otherwise, take possession of and indorse and collect any check, draft, note, acceptance or other instrument for the payment of moneys due under any account or general intangible or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Trustee for the purpose of collecting any such moneys due under any account or general intangible or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property owned by or licensed to the Grantors, execute, deliver and have recorded any document that the Collateral Trustee may request to evidence, effect, publicize or record the Collateral Trustee's security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against any Collateral, effect any repair or obtain, adjust and pay any insurance, if any, called for by the terms of the Indenture (including all or any part of the premiums therefor and the costs thereof);

(iv) execute, in connection with any sale provided for in Section 5.1 or Section 5.5, any document to effect or otherwise necessary or appropriate in relation to evidence the Sale of any Collateral; or

(v) (A) direct any party liable for any payment under any Collateral to make payment of any moneys due or to become due thereunder directly to the Collateral Trustee or as the Collateral Trustee shall direct, (B) ask or demand for, and collect and receive payment of and receipt for, any moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) sign and indorse any invoice, freight or express bill, bill of lading, storage or warehouse receipt, draft against debtors, assignment, verification, notice and other document in connection with any Collateral, (D) commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect any Collateral and to enforce any other right in respect of any Collateral, (E) defend any actions, suits, proceedings, audits, claims, demands, orders or disputes brought against such Grantor with respect to any Collateral, (F) settle, compromise or adjust any such actions, suits, proceedings, audits, claims, demands, orders or disputes and, in connection therewith, give such discharges or releases as the Collateral Trustee may deem appropriate, (G) assign any Intellectual Property owned by the Grantors or any IP Licenses of the Grantors throughout the world on such terms and conditions and in such manner as the Collateral Trustee shall in its sole discretion determine, including the execution and filing of any document necessary to effectuate or record such assignment and (H) generally, Sell, grant a Lien on, make any Contractual Obligation with respect to and otherwise deal with, any Collateral as fully and completely as though the Collateral Trustee were the absolute owner thereof for all purposes and do, at the Collateral Trustee's option, at any time or from time to time, all acts and things that the Collateral Trustee deems necessary to protect, preserve or realize upon any Collateral and the Secured Parties' security interests therein and to effect the intent of the Indenture Documents, all as fully and effectively as such Grantor might do.

Anything in this Section 6.1(a) to the contrary notwithstanding, the Collateral Trustee agrees that it will not exercise any rights under the power of attorney provided for in this

Section 6.1(a) unless an Event of Default shall have occurred and be continuing and such exercise of rights is not inconsistent with the terms of the Intercreditor Agreement.

(b) If any Grantor fails to perform or comply with any Contractual Obligation contained herein, subject to the terms of the Intercreditor Agreement, the Collateral Trustee, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such Contractual Obligation.

(c) The out-of-pocket expenses of the Collateral Trustee incurred in connection with actions undertaken as provided in this Section 6.1 shall be payable by such Grantor to the Collateral Trustee pursuant to Section 7.7 (Compensation and Indemnity) of the Indenture.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of this Section 6.1. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

Section 6.2 Authorization to File Financing Statements. Each Grantor authorizes the Collateral Trustee and its Related Persons, at any time and from time to time, to file or record financing statements, amendments thereto, and other filing or recording documents or instruments with respect to any Collateral in such form and in such offices as the Collateral Trustee reasonably determines appropriate to perfect the security interests of the Collateral Trustee under this Agreement, and such financing statements and amendments may describe the Collateral covered thereby as "all assets of the debtor, now owned or hereafter acquired". Such Grantor also hereby ratifies its authorization for the Collateral Trustee to have filed any initial financing statement or amendment thereto under the UCC (or other similar laws) in effect in any jurisdiction if filed prior to the date hereof.

Section 6.3 Authority of Collateral Trustee. Each Grantor acknowledges that the rights and responsibilities of the Collateral Trustee under this Agreement with respect to any action taken by the Collateral Trustee or the exercise or non-exercise by the Collateral Trustee of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Collateral Trustee and the other Secured Parties, be governed by the Indenture and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Trustee and the Grantors, the Collateral Trustee shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation or entitlement to make any inquiry respecting such authority.

Section 6.4 Duty, Obligations and Liabilities. (a) Duty of Collateral Trustee. The Collateral Trustee's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Collateral Trustee deals with similar property for its own account. The powers conferred on the Collateral Trustee hereunder are solely to protect the Collateral Trustee's interest in the Collateral and shall not impose any duty upon the Collateral Trustee to exercise any such powers. The Collateral Trustee shall be accountable only for amounts that it receives as a result of the exercise of such powers, and neither it nor any of its Related Persons shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction. In addition, neither the Collateral Trustee

nor any of its Related Persons shall be liable or responsible to any Grantor for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehousemen, carrier, forwarding agency, consignee or other bailee if such Person has been selected by the Collateral Trustee in good faith.

Section 6.5      Obligations and Liabilities with respect to Collateral. No Secured Party and no Related Person thereof shall be liable for failure to demand, collect or realize upon any Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to any Collateral. The powers conferred on the Collateral Trustee hereunder shall not impose any duty upon any other Secured Party to exercise any such powers. The other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their respective officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

## ARTICLE 7

### MISCELLANEOUS

Section 7.1      Reinstatement. Each Grantor agrees that, if any payment made by any Indenture Party or other Person and applied to the Security Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of any Collateral are required to be returned by any Secured Party to such Indenture Party, its estate, trustee, receiver or any other party, including any Grantor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, any Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. Subject to the terms of the Intercreditor Agreement, if, prior to any of the foregoing, any Lien or other Collateral securing such Grantor's liability hereunder shall have been released or terminated by virtue of the foregoing, such Lien, other Collateral or provision shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Grantor in respect of any Lien or other Collateral securing such obligation or the amount of such payment.

Section 7.2      Release of Collateral. (a) At the time provided in clause (a)(1) or (a)(2) of Section 13.4 (Release of Liens on the Collateral) of the Indenture, the Collateral shall be released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Trustee and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. Each Grantor is hereby authorized to file UCC amendments at such time evidencing the termination of the Liens so released. At the request of any Grantor following any such termination, the Collateral Trustee shall deliver to such Grantor any Collateral of such Grantor held by the Collateral Trustee hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) Upon the sale, transfer, or other disposition by any Grantor of any Collateral in a transaction not restricted by the Indenture Documents to a Person that is not an Indenture Party, or, upon the effectiveness of any release of the Lien granted hereby in any Collateral pursuant to clause (a)(3), (a)(4) or (a)(5) of Section 13.4 of the Indenture, then (i) the Lien created hereby on such Collateral shall be automatically released and (ii) the Collateral Trustee, at the request of such Grantor, shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

(c) A Grantor shall be automatically released from its obligations hereunder and the Lien created hereby on the Collateral of such Grantor, and the equity interests in such Grantor shall be automatically released, in each case, upon the consummation of any transaction not restricted by the Indenture as a result of which all of the Capital Stock of such Grantor owned by IBC and its Subsidiaries is transferred or to be transferred to a Person other than IBC or any of its Subsidiaries; provided, that no such release shall occur if such Grantor continues to be a grantor of collateral in respect of the ABL Facility Documents, the First Lien Term Loan Documents or the Third Lien Term Loan Documents. In connection therewith, the Collateral Trustee, at the request of any Grantor, shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

Section 7.3 Independent Obligations. The obligations of each Grantor hereunder are independent of and separate from the Security Obligations and the Guaranteed Obligations. If any Security Obligation or Guaranteed Obligation is not paid when due, or upon any Event of Default, the Collateral Trustee may, at its sole election, subject to the terms of the Intercreditor Agreement, proceed directly and at once, without notice, against any Grantor and any Collateral to collect and recover the full amount of any Security Obligation or Guaranteed Obligation then due, without first proceeding against any other Grantor, any other Indenture Party or any other Collateral and without first joining any other Grantor or any other Indenture Party in any proceeding.

Section 7.4 Independent Effect. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

Section 7.5 No Waiver by Course of Conduct. No Secured Party shall by any act (except by a written instrument pursuant to Section 7.6), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that such Secured Party would otherwise have on any future occasion.

Section 7.6 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Article IX of the Indenture; provided, however, that annexes to this Agreement may be supplemented (but no existing provisions may be modified and no Collateral may be released) through Pledge Amendments and Joinder Agreements, in substantially the form of Annex 1 and

Annex 2, respectively, in each case duly executed by the Collateral Trustee and each Grantor directly affected thereby. Notwithstanding any of the foregoing in this Section 7.6, in accordance with Section 4(d) of the Intercreditor Agreement, certain amendments, waivers and consents in respect of any comparable Revolving Collateral Document, Comparable First Lien Term Loan Collateral Document or Comparable Third Lien Term Loan Document (each as defined in the Intercreditor Agreement) will apply automatically to any comparable provision of this Agreement without the consent of the Collateral Trustee or any Grantor.

Section 7.7 Additional Grantors; Additional Pledged Collateral. (a) Joinder Agreements. If, at the option of IBC or as required pursuant to Section 10.1 of the Indenture, IBC shall cause any Subsidiary that is not a Grantor to become a Grantor hereunder, such Subsidiary shall execute and deliver to the Collateral Trustee a Joinder Agreement substantially in the form of Annex 2 and shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Grantor party hereto on the Issue Date. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of the Collateral Trustee not to cause any Subsidiary of IBC to become a Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

(b) Pledge Amendments. Subject to the terms of the Intercreditor Agreement, to the extent any Pledged Collateral has not been delivered as of the Issue Date, such Grantor shall deliver a pledge amendment duly executed by the Grantor in substantially the form of Annex 1 (each, a "Pledge Amendment"). Such Grantor authorizes the Collateral Trustee to attach each Pledge Amendment to this Agreement. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Trustee shall attach to all Pledged Collateral immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a Pledge Amendment as required hereby.

Section 7.8 Notices. All notices, requests and demands to or upon the Collateral Trustee or any Grantor hereunder shall be effected in the manner provided for in Section 14.2 of the Indenture; provided, however, that any such notice, request or demand to or upon any Grantor shall be addressed to IBC's notice address set forth in such Section 14.2 of the Indenture.

Section 7.9 Successors and Assigns. This Agreement shall be binding upon the permitted successors and assigns of each Grantor and shall inure to the benefit of each Secured Party and their permitted successors and assigns; provided, however, that, except pursuant to a merger or consolidation permitted by the Indenture, no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Trustee.

Section 7.10 Entire Agreement. This Agreement and the other Indenture Documents embody the entire agreement and understanding between the Grantors and the Collateral Trustee and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Indenture Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 7.11 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed

shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

**Section 7.12 Severability.** Any provision of this Agreement being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal, invalid or unenforceable, any other provision of this Agreement or any part of such provision in any other jurisdiction.

**Section 7.13 Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**Section 7.14 Jurisdiction.** (a) **Submission to Jurisdiction.** Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Agreement, each of the parties hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(b) **Service of Process.** Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with this Agreement by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified in Section 7.8 (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) **Non-Exclusive Jurisdiction.** Nothing contained in this Section 7.14 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

**Section 7.15 Waiver of Jury Trial.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, ANY INDENTURE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREIN OR RELATED THERETO (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY AND NO RELATED PERSON OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER

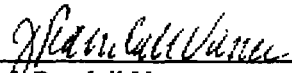
AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.15.

Section 7.16      Relation to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. If any Grantor shall pledge any assets or undertake any action to perfect or protect any Lien on any assets pledged in connection with this Agreement, such Grantor may simultaneously pledge such assets or undertake such actions with respect to such assets as necessary to comply with the provisions set forth in the Intercreditor Agreement, without further request or consent by the Secured Parties. Any provision of this Agreement to the contrary notwithstanding, (i) no Grantor shall be required to act or refrain from acting in a manner that is inconsistent with the terms and provisions of the Intercreditor Agreement, (ii) prior to the Discharge of Revolving Indebtedness (as defined in the Intercreditor Agreement), no Grantor shall be required to act or refrain from acting with respect to any Revolving Priority Collateral (as defined in the Intercreditor Agreement) if compliance by such Grantor with such requirement would result in a breach of or constitute a default under any ABL Facility Document, (iii) prior to the Discharge of First Lien Term Loan Indebtedness (as defined in the Intercreditor Agreement), no Grantor shall be required to act or refrain from acting with respect to any First Lien Term Loan Priority Collateral (as defined in the Intercreditor Agreement) if compliance by such Grantor with such requirement would result in a breach of or constitute a default under any First Lien Term Loan Document and (iv) prior to the Discharge of Third Lien Term Loan Indebtedness (as defined in the Intercreditor Agreement), no Grantor shall be required to act or refrain from acting with respect to any Collateral (as defined in the Intercreditor Agreement) if compliance by such Grantor with such requirement would result in a breach of or constitute a default under any Third Lien Term Loan Document.


*[Signature Pages Follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

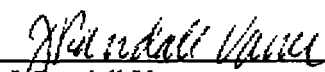
INTERSTATE BAKERIES CORPORATION  
as Grantor

By:   
Name: J. Randall Vance  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

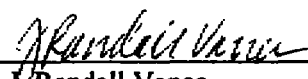
INTERSTATE BRANDS CORPORATION  
as Grantor

By:   
Name: J. Randall Vance  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

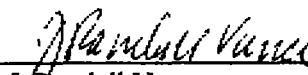
IBC SALES CORPORATION  
as Grantor

By:   
Name: J. Randall Vance  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

IBC TRUCKING, LLC  
as Grantor

By:   
Name: J. Randall Vance  
Title: Vice President – Finance and  
Treasurer

IBC SERVICES, LLC  
as Grantor

By:   
Name: J. Randall Vance  
Title: Vice President – Finance and  
Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Collateral Trustee

By: M Callahan  
Name:  
Title: M. CALLAHAN  
VICE PRESIDENT

ANNEX 1  
TO  
FOURTH LIEN SECURITY AGREEMENT

FORM OF PLEDGE AMENDMENT

This PLEDGE AMENDMENT, dated as of \_\_\_\_\_, 20\_\_, is delivered pursuant to Section 7.7 of the Fourth Lien Security Agreement, dated as of February 3, 2009, by Interstate Bakeries Corporation ("IBC") and the Subsidiaries of IBC from time to time party thereto as Grantors in favor of The Bank of New York Mellon Trust Company, N.A., as Collateral Trustee for the Secured Parties referred to therein (the "Fourth Lien Security Agreement"). Capitalized terms used herein without definition are used as defined in the Fourth Lien Security Agreement.

The undersigned hereby agrees that this Pledge Amendment may be attached to the Fourth Lien Security Agreement and that the Pledged Collateral listed on Annex 1-A to this Pledge Amendment shall be and become part of the Collateral referred to in the Fourth Lien Security Agreement and shall secure all Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Sections 3.1, 3.2, 3.6 and 3.12 of the Fourth Lien Security Agreement is true and correct in all material respects and as of the date hereof as if made on and as of such date.

[GRANTOR]

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
To be used for pledge of Additional Pledged Collateral by existing Grantor

A1-1

PLEDGED STOCK

<u>ISSUER</u>	<u>CLASS</u>	<u>CERTIFICATE NO(S)</u>	<u>PAR VALUE</u>	<u>NUMBER OF SHARES, UNITS OR INTERESTS</u>
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PLEDGED DEBT INSTRUMENTS

<u>ISSUER</u>	<u>DESCRIPTION OF DEBT</u>	<u>CERTIFICATE NO(S)</u>	<u>FINAL MATURITY</u>	<u>PRINCIPAL AMOUNT</u>
---------------	----------------------------	--------------------------	-----------------------	-----------------------------

ACKNOWLEDGED AND AGREED  
as of the date first above written:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
as Collateral Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX 2  
TO  
FOURTH LIEN SECURITY AGREEMENT

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of \_\_\_\_\_, 20\_\_, is delivered pursuant to Section 7.7 of the Fourth Lien Security Agreement, dated as of February 3, 2009, by Interstate Bakeries Corporation ("IBC") and the Subsidiaries of IBC from time to time party thereto as Grantors in favor of The Bank of New York Mellon Trust Company, N.A., as Collateral Trustee for the Secured Parties referred to therein (the "Fourth Lien Security Agreement"). Capitalized terms used herein without definition are used as defined in the Fourth Lien Security Agreement.

By executing and delivering this Joinder Agreement, the undersigned, as provided in Section 7.7 of the Fourth Lien Security Agreement, hereby becomes a party to the Fourth Lien Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Security Obligations of the undersigned, hereby mortgages, pledges and hypothecates to the Collateral Trustee for the benefit of the Secured Parties, and grants to the Collateral Trustee for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the Collateral of the undersigned and expressly assumes all obligations and liabilities of a Grantor thereunder. The undersigned hereby agrees to be bound as a Grantor for the purposes of the Fourth Lien Security Agreement.

The information set forth in Annex 1-A is hereby added to the information set forth in Schedules 1 through 8 to the Fourth Lien Security Agreement. By acknowledging and agreeing to this Joinder Agreement, the undersigned hereby agrees that this Joinder Agreement may be attached to the Fourth Lien Security Agreement and that the Pledged Collateral listed on Annex 1-A to this Joinder Amendment shall be and become part of the Collateral referred to in the Fourth Lien Security Agreement and shall secure all Security Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Article 3 of the Fourth Lien Security Agreement applicable to it is true and correct in all material respects with respect to it on and as the date hereof as if made on and as of such date.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED  
as of the date first above written:

[EACH GRANTOR PLEDGING  
ADDITIONAL COLLATERAL]

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
as Collateral Trustee

By: \_\_\_\_\_  
Name:  
Title:

ANNEX 3  
TO  
FOURTH LIEN SECURITY AGREEMENT

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FOURTH LIEN [COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT (this "[Copyright][Patent][Trademark] Security Agreement"), dated as of \_\_\_\_\_, 20\_\_, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of The Bank of New York Mellon Trust Company, N.A. ("BONY"), as collateral trustee (in such capacity, together with its successors and permitted assigns, the "Collateral Trustee") for the Holders (as defined in the Indenture referred to below).

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of February 3, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among Interstate Bakeries Corporation ("IBC"), the Subsidiary Guarantors from time to time party thereto and BONY, as trustee and collateral trustee for the Holders, IBC has authorized the issuance of the Securities (as defined in the Indenture) upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Fourth Lien Security Agreement, dated as of February 3, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Collateral Trustee for the Holders and each Secured Party, pursuant to which the Grantors are required to execute and deliver this [Copyright] [Patent] [Trademark] Security Agreement;

NOW, THEREFORE, the Grantors and the Collateral Trustee, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in [Copyright] [Trademark] [Patent] Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Security Obligations, hereby mortgages, pledges and hypothecates to the Collateral Trustee for the benefit of the Holders, and grants to the Collateral Trustee for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "[Copyright] [Patent] [Trademark] Collateral"):

[all United States and foreign copyrights, including copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions and renewals thereof (iii) all rights corresponding thereto throughout the world, and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.]

or

A3-1

(a) [all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application referred to in Schedule 1 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.]

or

(a) [all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet Domain Names, service marks, certification marks, collective marks, logos, other source or business identifiers, all registrations and applications for any of the foregoing including: (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.]

Section 3. Security Agreement. The security interest granted pursuant to this [Copyright] [Patent] [Trademark] Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Trustee with respect to the security interest in the [Copyright] [Patent] [Trademark] Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this [Copyright][Patent][Trademark] Security Agreement and the Security Agreement, the provisions of the Security Agreement shall govern.

Section 4. Counterparts This [Copyright] [Patent] [Trademark] Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this [Copyright] [Patent] [Trademark] Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

Section 5. Termination. This [Copyright] [Patent] [Trademark] Security Agreement shall terminate upon the termination of the Security Agreement.

Section 6. Governing Law. This [Copyright] [Patent] [Trademark] Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this [Copyright] [Patent] [Trademark] Security Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of February 3, 2009 (as amended, restated, supplemented, modified or replaced from time to time, the "Intercreditor Agreement"). among General Electric Capital Corporation, as Original

Revolving Agent. Silver Point Finance, LLC, as Original First Lien Term Loan Agent, Silver Point Finance, LLC, as Original Third Lien Term Loan Agent and The Bank of New York Mellon Trust Company, N.A., as Original Fourth Lien Trustee (all as defined in the Intercreditor Agreement), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this [Copyright] [Patent] [Trademark] Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this [Copyright] [Patent]  
[Trademark] Security Agreement to be executed and delivered by its duly authorized officer as of  
the date first set forth above.

Very truly yours,

[GRANTOR]  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
as Collateral Trustee

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Fourth Lien [Copyright] [Patent] [Trademark] Security Agreement]*

SCHEDULE I  
TO  
FOURTH LIEN [COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT

[Copyright] [Patent] [Trademark] Registrations

- A. REGISTERED [COPYRIGHTS] [PATENTS] [TRADEMARKS]  
[Include Registration Number and Date]
- B. [COPYRIGHT] [PATENT] [TRADEMARK] APPLICATIONS  
[Include Application Number and Date]

SCHEDULE 1  
TO FOURTH LIEN SECURITY AGREEMENT

COMMERCIAL TORT CLAIMS

None.

SCHEDULE 2  
TO FOURTH LIEN SECURITY AGREEMENT

FILINGS

Filing	Debtor Name	Chief Executive Office	Filing Office
UCC-1	Interstate Bakeries Corporation	12 E. Armour Boulevard Kansas City, Missouri 64111	Secretary of State of the state of Delaware
UCC-1	Interstate Brands Corporation	12 E. Armour Boulevard Kansas City, Missouri 64111	Secretary of State of the state of Delaware
UCC-1	IBC Sales Corporation	12 E. Armour Boulevard Kansas City, Missouri 64111	Secretary of State of the state of Delaware
UCC-1	IBC Services, LLC	12 E. Armour Boulevard Kansas City, Missouri 64111	Secretary of State of the state of Missouri
UCC-1	IBC Trucking, LLC	12 E. Armour Boulevard Kansas City, Missouri 64111	Secretary of State of the state of Delaware

SCHEDULE 3  
TO FOURTH LIEN SECURITY AGREEMENT

JURISDICTION OF ORGANIZATION: CHIEF EXECUTIVE OFFICE

<b>Name of Entity</b>	<b>Chief Executive Office</b>	<b>Jurisdiction of Organization</b>	<b>Corporate Identification Number</b>
Interstate Bakeries Corporation	12 E. Armour Boulevard Kansas City, Missouri 64111 Jackson County	Delaware	2137179
Interstate Brands Corporation	12 E. Armour Boulevard Kansas City, Missouri 64111 Jackson County	Delaware	0362502
IBC Sales Corporation	12 E. Armour Boulevard Kansas City, Missouri 64111 Jackson County	Delaware	3804474
IBC Services, LLC	12 E. Armour Boulevard Kansas City, Missouri 64111 Jackson County	Missouri	
IBC Trucking, LLC	12 E. Armour Boulevard Kansas City, Missouri 64111 Jackson County	Delaware	2947895

SCHEDULE 4  
TO FOURTH LIEN SECURITY AGREEMENT

LOCATION OF INVENTORY AND EQUIPMENT

Leased Locations

100 RANDOLPH RD, SOMERSET NJ
1001 E 2ND ST, MUSCATINE IA
1004 EASTSIDE BOULEVARD, MUSKOGEE OK
10066 STREETER ROAD #10 & #11, AUBURN CA
1007 MAULDIN RD, GREENVILLE SC
101 POLO RD, WINSTON SALEM NC
1010 6TH AVENUE SE, DECATUR AL
10159 WATSON ROAD, SUNSET HILLS MO
102 S. KERR AVE., WILMINGTON NC
1021 S 12 STREET, KANSAS CITY KS
1026 SOUTH 13TH STREET, NORFOLK NE
1027 CHAPEL HILL RD, BURLINGTON NC
1029 EAST MILLERS ROAD, LANSING MI
103 INDUSTRIAL DR. CARUTHERSVILLE MO
103 NORTH MADISON, WEBB CITY MO
1030 LEXINGTON AVE., WINCHESTER KY
1034 HARRISBURG PIKE, COLUMBUS OH
104 20TH AVENUE SW, MINOT ND
1040 ABBOTT STREET, SALINAS CA
1054 HARLEM ROAD, CHEEKTOWAGA NY
1055 SOUTH ROCK BLVD, SPARKS NV
106 E LOVE MILL RD., WHITEVILLE NC
1060 US HIGHWAY 127 SOUTH, FRANKFORT KY
10606 S 144TH ST, OMAHA NE
10607 MAPLE ST, WICHITA KS
1061 EAST MILLERS ROAD, LANSING MI
1068 US HIGHWAY 64, MANTEO NC
107 E BROADWAY ST, DECORAH IA
107 NORTH GARDNER STREET, SCOTTSBURG IN
107 SOUTH BROADWAY, CENTRAL CITY IL
1073 TALLEVAST RD, SARASOTA FL
1084 NORWICH N LONDON TPKE, UNCASVILLE CT
1085 WALL AVENUE, OGDEN UT
1085D READING ROAD, MASON OH
11 EAST LIBERTY LANE, DANVILLE IL
1100 GATEWAY BOULEVARD, WESTVILLE NJ
1100 OAKMAN, DETROIT MI
1101 TRANSPORT DR, RALEIGH NC
1101 WEST OKMULGEE, MUSKOGEE OK
1103 SOUTH WEST AVENUE, FREEPORT IL
1104 THOMAS RD, WEST MONROE
1109 TIFFIN AVE, FINDLAY OH

1111 EL CAMINO REAL, ARROYO GRANDE CA
11201 THREADSTONE LN, KNOXVILLE TN
11220 PYRITES WAY SUITE 2, RANCHO CORDOVA CA
1123 EAST MCGALLIARD RD., MUNCIE IN
1127 LASALLE STREET, OTTAWA IL
1128 US HIGHWAY 68 - Storeroom #9, MAYSVILLE KY
114 W. HAMRIC DRIVE, OXFORD AL
1140 EAST WATERLOO ROAD STE 5, STOCKTON CA
1151-STE 3 STONE DRIVE, HARRISON OH
1153 E. DAY ST., FLORENCE SC
1154 E MAIN ST STE 106, EL CAJON CA
1157-4 EAST MARION STREET, SHELBY NC
116 DABNEY ST, HENDERSON NC
116 NORTH BOLINGBROOK DRIVE, BOLINGBROOK IL
1162 WEST AVENUE SW, CONYERS GA
1164 S. LECANTO HWY., LECANTO FL
11651 E 76TH ST N, OWASSO OK
117 PEABODY ROAD, VACAVILLE CA
11756 STATE ROUTE 41, WEST UNION OH
1188 W HIGHWAY 49, WEST HELENA AR
1190 E. DONEGAN AVE., KISSIMMEE FL
11988 HESPERIA ROAD, HESPERIA CA
1200 DICKINSON, FREMONT OH
1200 S. MAIN ST, MCALESTER OK
1200 SUNSET DR, GRENADA MS
1202 MILITARY RD, BENTON AR
1202 SR 64 WEST, AVON PARK FL
1202 TEXAS STREET, NATCHITOCHES LA
1204 N BERKELEY BLVD, GOLDSBORO NC
121 E 24 ST, YUMA AZ
121 SIOUX RD, MANKATO MN
1210 WASHINGTON BOULEVARD, BELPRE OH
1211 MAIN STREET, BILLINGS MT
1213 CLIFF RD E, BURNSVILLE MN
1215 W EDGEWOOD AVE, JACKSONVILLE FL
1217 VETERANS MEMORIAL BLVD., KENNER LA
1219 E DIVISION STREET, SPRINGFIELD MO
1220 EAST 11TH STREET, BOONVILLE MO
1223 NORTH BROADWAY STREET, MOORE OK
12336 WARDS ROAD, RUSTBURG VA
125 WEST MILL, SAN BERNARDINO CA
12539 SOUTH PRAIRIE, HAWTHORNE CA
12640 SHAWNEE MISSION PKWY, SHAWNEE KS
1300 PRINCETON AVE, PONCA CITY OK
1300 WEST 41ST STREET, SIOUX FALLS SD
13020 N HWY 71 #105, BENTONVILLE AR
131 ORISKANY BLVD, WHITESBORO NY
1311 MONMOUTH STREET, NEWPORT KY

1314 MERIDEN, MENDOTA IL
1314 RUSSELL CAVE ROAD, LEXINGTON KY
1315 NEWPORT GAP PIKE, WILMINGTON DE
1319 EAST MAIN ST., MERIDEN CT
1320 DEWITT AVENUE, MATTOON IL
1322 CLEARLAKE RD, COCOA FL
1325 EDNA STREET SE, GRAND RAPIDS MI
1325 S PEERLESS, MONTEBELLO CA
1330 WEST BROADWAY ST, MISSOULA MT
1331 12TH AVE RD, NAMPA ID
13341 DEDEAUX ROAD, GULFPORT MS
1346 SAN FERNANDO ROAD, SAN FERNANDO CA
135 CORPORATE SQUARE RD, HANNIBAL MO
138 HIGHWAY 740, ALBEMARLE NC
1381 SOUTH BISHOP AVENUE, ROLLA MO
13908 SOUTH PLAZA, OMAHA NE
1397 E. FIFTH ST., LUMBERTON NC
1398 NORTH MAIN STREET, WILLIAMSTOWN KY
14 LEGION FIELD ROAD, FRYEBURG ME
1405 N HARVEY RD, SEMINOLE OK
1408 WILDERS GROVE LN, RALEIGH NC
1425 FORT HARRISON RD, TERRE HAUTE IN
1433 SOUTH NOLAND ROAD, INDEPENDENCE MO
1438 NORTH 24TH STREET, QUINCY IL
1460 SOUTH STATE STREET, UKIAH CA
14750 FORT STREET, SOUTHGATE MI
1493 EAST 6TH STREET, BEAUMONT CA
150 SANDBANK ROAD, CHESHIRE CT
1500 N LOCUST GROVE, MERIDIAN ID
1506 WEST FIRST STREET, SANTA ANA CA
1509 MADISON AVENUE, GRANITE CITY IL
1510 EAST CARPENTER, FLINT MI
1510 NORTH MORLEY STREET, MOBERLY MO
1512 SOUTH 84TH STREET, WEST ALLIS WI
1515 HIGHWAY 82 EAST, GREENVILLE MS
1525 NORTH ROUSE STREET, BOZEMAN MT
1526 NICHOLSON STREET, JOLIET IL
1533 HIGHWAY 212 SOUTH, LAUREL MT
1535 AVENUE G, COUNCIL BLUFFS IA
1550 COLORADO AVENUE, LORAIN OH
157 BRACKEN ROAD, MONTGOMERY NY
1575 HARTNELL AVE, REDDING CA
1603 SOUTH PRAIRIE, PUEBLO CO
1605 NORTH BELT EAST, BELLEVILLE IL
1606 ROCKINGHAM RD, DAVENPORT IA
1606 SOUTH 7 HIGHWAY, BLUE SPRINGS MO
161 TROY SCHENECTADY RD, WATERVLIET NY
1611 GRAND AVE, GALESBURG IL

1616 PHOENIX AVE, FORT SMITH AR
1621 VETERANS MEMORIAL HWY, AUSTELL GA
1631 NORTH FLANNERY, BATON ROUGE LA
164 TOWN CENTER RD, MATTESON IL
1649 S LEE HWY, CLEVELAND TN
1663 ROSSVILLE AVENUE, FRANKFORT IN
1670 NORTH WOODRUFF AVENUE, IDAHO FALLS ID
1675 NORTH 6TH STREET, VINCENNES IN
16797 D, VICTORVILLE CA
1699 WEST FOURTH STREET, MANSFIELD OH
1700 ALBERT PIKE RD, HOT SPRINGS AR
1706 RIVER STREET, NORTH WILKESBORO NC
1707 NORTH LEWIS AVENUE, TULSA OK
1713 EAST 7TH STREET, ATLANTIC IA
1714 NORTH MAIN, LAYTON UT
17201 SOUTH FIGUEROA, GARDENA CA
1725 NORTH HEARN AVENUE STE E, SHREVEPORT LA
1729 NW TOPEKA BOULEVARD, TOPEKA KS
1736 NORTH MONTANA AVENUE, HELENA MT
1739 CANTON ROAD, MARIETTA GA
1751 BRICE ROAD, REYNOLDSBURG OH
1781 JEFFCO BOULEVARD, ARNOLD MO
1793 WEST 7800 SOUTH, WEST JORDAN UT
1795 SOUTH MORRISON BOULEVARD, HAMMOND LA
180 CLIFTY DRIVE, MADISON IN
1805 WEST BOULEVARD, MEXICO MO
1807 SOUTHWEST 11TH STREET, LAWTON OK
1810 WEST 3500 SOUTH, WEST VALLEY UT
1815 W FAIRFIELD DRIVE, PENSACOLA FL
1820 CENTER STREET, SIOUX CITY IA
18453 NORTH 7TH AVENUE, PHOENIX AZ
18807 MILES AVENUE, WARRENSVILLE HEIGHTS OH
1891 NORTHERN AVE, KINGMAN AZ
1901 NORTH CHESTER AVENUE, BAKERSFIELD CA
1902 NORTH 90TH STREET, OMAHA NE
1903 SOUTH 3RD AVENUE, YAKIMA WA
1911 N. STATE ROUTE 50, BOURBONNAIS IL
1912 BLUFFTON ROAD, FORT WAYNE IN
1913 WEST JEFFERSON STREET, SPRINGFIELD IL
1915 COVERT, EVANSVILLE IN
1920 JINGALLS STREET, SAN FRANCISCO CA
1920 NORTH LEWIS AVE., WAUKEGAN IL
1920 WEST 4TH STREET, OWENSBORO KY
1923 ERIE AVENUE, SHENOBYGAN WI
1924 N KICKAPOO AVE, SHAWNEE OK
1925 EDMOND HWY, CAYCE SC
1930 CRAWFORD ROAD, PHENIX CITY AL
1946 23RD STREET, SAN PABLO CA

1949 LEXINGTON RD, GEORGETOWN KY
1950 MARKET STREET SUITE I, CONCORD CA
1959 SOUTH LANE AVE, JACKSONVILLE FL
19601 HIGHWAY 127, LA MONTE MO
1981 SOUTHWEST MAIN BOULEVARD, LAKE CITY FL
2 HANGER WAY, WATSONVILLE CA
2 SECOND STREET W, HAVRE MT
2000 COLUMBUS PARKWAY, OPELIKA AL
2000 S FAYETTEVILLE ST, ASHEBORO NC
2001 16TH AVE SW, CEDAR RAPIDS IA
2001 E TEXAS ST SUITE B, BOSSIER LA
2001 N 3RD ST, FLAGSTAFF AZ
2010 SOUTH STREET, LONG BEACH CA
2026 SOUTH COLUMBIA ROAD, BOGALUSA LA
204 D'EVEREAUX DRIVE, NATCHEZ MS
204 SOUTH HIGHWAY #301, JFSUP GA
204 VINE STREET, WILDER KY
205 CHANDLER STREET, WORCESTER MA
2063 EAST LAKETON AVENUE, MUSKEGON MI
208 WEST BLAND ROAD, LEBANON MO
2097 EAST 37TH AVENUE, HOBART IN
210 WEST 4TH STREET, SEDALIA MO
2101 STANDEFORD AVE SUITE A, MODESTO CA
211 FREIGHTWAY ST, TWIN FALLS ID
2110 ORCHARD DRIVE, BOUNTIFUL UT
2121 EAST TULARE AVENUE, TULARE CA
2122 E 9TH ST, WINFIELD KS
2146 WHITE BEAR AVENUE, MAPLEWOOD MN
215 N 5TH ST, CHICKASHA OK
2150 WARDROBE AVENUE, MERCED CA
2155 HIGHWAY 2 EAST, KALISPELL MT
216 EAST ANDREW JOHNSON HWY., KNOXVILLE TN
2160 NORTHEAST 31ST AVE, GAINESVILLE FL
218 WEST MAIN ST, NORWICH CT
220 SOUTH 200 WEST BLDG A, TREMONTON UT
220 WILSON DR, SENATOBIA MS
2200 MAIN STREET, WHEELING WV
2201 2ND AVENUE NW, CULLMAN AL
2215 EAST THIRD STREET, RIVERSIDE CA
2218 SALISBURY BLVD, SALISBURY NC
222 O'FALLON PLAZA, O FALLON MO
2220 E 53RD ST, DAVENPORT IA
2226 SOUTH COMBEE ROAD, LAKE LAND FL
22345 KELLY ROAD, EASTPOINTE MI
224 S. BRIDGE STREET, JONESVILLE NC
2243 SOUTH MAIN ST., DARLINGTON SC
22461 72ND AVE S BLDG 3, KENT WA
2260 EAST PALMDALE BLVD #C, PALMDALE CA

2288 N. W 10TH ST, OCALA FL
2296 S YELLOW SPRINGS ST, SPRINGFIELD OH
23 THOMPSON ROAD, EAST WINDSOR CT
231 NORTH 17TH STREET, LOUISVILLE KY
2311 28TH ST N., SAINT PETERSBURG FL
2322 WASHINGTON AVENUE, VINTON VA
233 NEW ORLEANS STREET, HOUMA LA
2337 GALLIA STREET, PORTSMOUTH OH
2342 STERLINGTON RD, MONROE LA
2343 WEST LOMITA BOULEVARD, LOMITA CA
2363 WASHINGTON ROAD, WASHINGTON IL
2400 FREEDOM DRIVE, CHARLOTTE NC
2401 W CENTRAL AVE, EL DORADO KS
2412 GREENSBORO RD, MARTINSVILLE VA
2416 N COMMERCE, ARDMORE OK
2417 AVALON AVE, MUSCLE SHOALS AL
2424 EAST BROADWAY AVE, MARYVILLE TN
2426 SOUTH MAIN STREET, SANTA ANA CA
2430 ONSLOW DRIVE, JACKSONVILLE NC
2432 LONDON RD (WASHINGTON), EAU CLAIRE WI
2500 E MARKET ST, LOGANSPORT IN
2500 W 94TH ST, EVERGREEN PARK IL
2501 KRATZVILLE RD, EVANSVILLE IN
2501-B JORDAN LANE, HUNTSVILLE AL
2516 SOUTH GRAND EAST, SPRINGFIELD IL
2517 YOSEMITE BOULEVARD, MODESTO CA
2522 MOUNT HOLLY RD, BURLINGTON NJ
2525 DIXIE HIGHWAY, LOUISVILLE KY
25295 STATE ROAD 2, SOUTH BEND IN
2532 COVINGTON PIKE, MEMPHIS TN
2547 PINEY GREEN RD, MIDWAY PARK NC
2550 100TH ST, URBAN DALE IA
2555 AURORA RD., MELBOURNE FL
2576 TILTON ROAD, PLEASANTVILLE NJ
25-E & DANIEL BOONE DR., BARBOURVILLE KY
26 TWIN OAK DRIVE, DOVER DE
2601 WEST BELMONT DR., JOHNSON CITY TN
2603 SUNDANCE ROAD, NAMPA ID
2605 E MAIN ST, RUSSELLVILLE AR
2620 E UNIVERSITY AVE, DES MOINES IA
2620 JACKSBORO PIKE (LAFOLLETTE), JACKSBORO TN
2625 13TH STREET, MENOMINEE MI
2633 EAST 7TH STREET, JOPLIN MO
2700 ATLANTIC BOULEVARD NE, CANTON OH
2701 HIGHWAY 10 NE, MOUNDS VIEW MN
2701 SYLVESTER RD, ALBANY GA
2708 E MATTHEWS AVE, JONESBORO AR
2715 SW 4TH AVENUE, ONTARIO OR

2740 SOUTH KANSAS AVENUE, TOPEKA KS
2749 LONE TREE WAY, ANTIOCH CA
2755 ROBERTS AVE., LUMBERTON NC
2757 S HIGH STREET, COLUMBUS OH
2781 BROADWAY AVE, BOISE ID
2800 NORTH MAIN, DECATUR IL
2801 OAK GROVE ROAD, POPLAR BLUFF MO
2806 RANDLEMAN RD. GREENSBORO NC
2817 MAIN STREET, CHULA VISTA CA
2822 SCHAAD ROAD, KNOXVILLE TN
28255 THREE NOTCH ROAD, MECHANICSVILLE MD
2830 MT PLEASANT ST, BURLINGTON IA
2850 HIGHWAY 28 EAST, PINEVILLE LA
2860 OLD HARDIN ROAD SUITE E. BILLINGS MT
2906 CENTRAL FWY, WICHITA FALLS TX
2910 RAMSEY ST., FAYETTEVILLE NC
2919 EAST AVE S, LA CROSSE WI
2964 LBJ FREEWAY SUITE 415, FARMERS BRANCH TX
2981 EAST CHARLESTON BOULEVARD, LAS VEGAS NV
300 62/65 NORTH BYPASS, HARRISON AR
300 HERITAGE DR, OXFORD MS
300 MURPHY DR, LEXINGTON NC
301 SOUTH INTERSTATE 85, CHARLOTTE NC
3019 WEST PASADENA AVENUE, FLINT MI
3021 WEST 5TH AVE, OXNARD CA
3025 NORTH MACARTHUR BLVD, OKLAHOMA CITY OK
3027 NE JACKSONVILLE RD, OCALA FL
3035 EAST 17TH STREET, IDAHO FALLS ID
305 DUPREE DRIVE, JACKSONVILLE AR
305 ROCKRIMMON BLVD, COLORADO SPRINGS CO
307 NORTH 291 HIGHWAY, INDEPENDENCE MO
310 CREEKSIDE DRIVE #300, AMHERST NY
3102 NEW BOSTON ROAD, TEXARKANA TX
313 W BROADWAY ST, FORREST CITY AR
314 N STILLWELL, BLOOMINGTON IL
3140 NW 23RD STREET, OKLAHOMA CITY OK
3145 N FRANKLIN, CHRISTIANSBURG VA
3155 E GREENHURST RD, NAMPA ID
3168 NATAL RD., FAYETTEVILLE NC
3171 N THOMAS ST, MEMPHIS TN
318 HOMER M. ADAMS PKWY, ALTON IL
320 N 4TH ST, CLINTON IA
3203 EASTERN AVENUE, WYOMING MI
3203 HENESTA DRIVE, BILLINGS MT
3212 KENNEDY ROAD, JANESVILLE WI
3212 N MAIN ST, ALTUS OK
322 TENNEY STREET, KEWANEE IL
323 DALTON AVENUE, PITTSFIELD MA

3234 TRANSIT ROAD, WEST SENECA NY
324 PIKE ST, COVINGTON KY
324 RAYMOND ROAD, JACKSON MS
326 C-STREET, CODY WY
327 9TH STREET N, GREAT FALLS MT
330 NORTH MILITARY AVENUE, GREEN BAY WI
3301 S OLD STATE RD 37, BLOOMINGTON IN
3315 PEARL STREET, MCHENRY IL
3315 US HIGHWAY 45 N, JACKSON TN
3320 CY AVENUE, CASPER WY
3321 SOUTH FEDERAL WAY, BOISE ID
336 GOODMAN RD E, SOUTHAVEN MS
338 SE 2ND ST, ONTARIO OR
3390 BAY ROAD, SAGINAW MI
3400 10TH AVENUE SOUTH, GREAT FALLS MT
3406 E PERSHING BLVD, CHEYENNE WY
3411 11TH STREET, BREMERTON WA
3432 169TH STREET, HAMMOND IN
3432 NORTH ANTHONY BLVD, FORT WAYNE IN
3449 NORTH 48TH STREET, LINCOLN NE
3450 RINGGOLD RD, CHATTANOOGA TN
3490 S RESERVE STREET, MISSOULA MT
3506 CLEVELAND BOULEVARD, CALDWELL ID
352 EAST SLAUSON, LOS ANGELES CA
354 NORTH LAKE STREET, MADISON OH
3545 VICTORY BLVD, PORTSMOUTH VA
35457 GRATIOT AVE, CLINTON TOWNSHIP MI
3555 S CRATER RD, PETERSBURG VA
3587 STATE ROUTE 122, MIDDLETOWN OH
3590 PORTLAND RD NE, SALEM OR
3601 GRAND BLVD., NEW PORT RICHEY FL
3613 WILMINGTON PIKE, KETTERING OH
3619 MECHANICSVILLE TPK, RICHMOND VA
3635 WEST DOUGLAS AVENUE, WICHITA KS
3636 SANTA FE AVENUE, LONG BEACH CA
3645 WEST HENRIETTA, ROCHESTER NY
3654 CLEVELAND AVE, COLUMBUS OH
3675 LEONARDTOWN ROAD, WALDORF MD
3698 COMMUNITY RD, BRUNSWICK GA
3702 E. RACE AVENUE, SEARCY AR
3709 ALEXANDRIA PIKE, COLD SPRING KY
3710 SOUTH MACARTHUR, ALEXANDRIA LA
3730 HARRISON AVENUE, BUTTE MT
3734 MIDLAND BOULEVARD, FORT SMITH AR
3766 MONTGOMERY ROAD #3770, NORWOOD OH
3789 E ANDREW JOHNSON HWY, MORRISTOWN TN
380 NORTH FIVE MILE ROAD, BOISE ID
3803 SOUTH DOUGLAS HIGHWAY, GILLETTE WY

3803 Third Ave. N., MANKATO MN
3806 MADISON AVENUE, INDIANAPOLIS IN
3809 MACARTHUR DRIVE, NORTH LITTLE ROCK AR
3813 TUXEDO BLVD, BARTLESVILLE OK
385 EAST PARK AVENUE, CHICO CA
39 1ST AVE S, WAITE PARK MN
39 SW CUTOFF, WORCESTER MA
390 WILLOW DRIVE, EVANSTON WY
3920 PIONONO AVENUE, MACON GA
39560 KENTUCKY AVENUE, WOODLAND CA
3990 SOUTH 1900 WEST, ROY UT
40 EAST 17TH STREET, SHERIDAN WY
400 SOUTH BELT HIGHWAY, SAINT JOSEPH MO
4000 BESSEMER HIGHWAY, BESSEMER AL
4010 S 113TH WEST AVE, SAND SPRINGS OK
402 SOUTH MAIN STREET, CREVE COEUR IL
4020 EAST BROADWAY AVENUE, SPOKANE WA
40667 FREMONT BOULEVARD, FREMONT CA
409 E. FIFTH NORTH ST., SUMMERVILLE SC
4098 SUNSET AVE, ROCKY MOUNT NC
410 KENNEDY MEMORIAL DRIVE, WATERVILLE ME
4100 EAST BROADWAY, STE 150, PHOENIX AZ
4111 CHARLOTTE AVE., NASHVILLE TN
412 SOUTH MCCULLOCK BOULEVARD, PUEBLO CO
4120 11TH ST, ROCK ISLAND IL
414 A NE PARK ST, OKEECHOBEE FL
414 S CASS STREET, CORINTH MS
4151 VIKING DRIVE, BOSSIER CITY LA
417 E DIXIE AVE, ELIZABETHTOWN KY
4174 OLD AUSTELL ROAD, POWDER SPRINGS GA
419 CROSSOVER RD, TUPELO MS
419 W KINGS HWY, EDEN NC
42 NORTH BLACKHORSE PIKE, BELLMAWR NJ
421 NORTH STATE STREET, DESLOGE MO
422 S. CRAFT HWY, CHICKASAW AL
425 FIREHOLE AVE, WEST YELLOWSTONE MT
4301 N. PINE HILLS RD., ORLANDO FL
4309 S E 15TH ST, DEL CITY OK
431 LINCOLN AVENUE, BEDFORD IN
4322 4TH AVE, MOLINE IL
433 WATERMAN, SAN BERNARDINO CA
435 SOUTH ELDORA, WICHITA KS
4355 DIXIE HWY, ELSMERE KY
4357 HARRISON AVE, CINCINNATI OH
440 EAST GRAVOIS, SAINT CLAIR MO
440 NORTH JOHNSON, EL CAJON CA
4403 ELVIS PRESLEY BLVD, MEMPHIS TN
4419 SUNSET BLVD, STEUBENVILLE OH

443 WEST PARKS HIGHWAY, WASILLA AK
4443 S US HIGHWAY 41, TERRE HAUTE IN
4503 NORTH ILLINOIS STREET, SWANSEA IL
451 EAST ARROW HWY, AZUSA CA
4530 LEMAY FERRY ROAD, SAINT LOUIS MO
4534 YELLOWSTONE AVENUE, CHUBBUCK ID
4567 CAPITAL CIRCLE NW, TALLAHASSEE FL
4586 SOUTH EMERSON AVENUE, INDIANAPOLIS IN
460 MAIN STREET, SPRINGVALE ME
460 WEST 500 SOUTH, NEPHI UT
4612 GREENWAY DRIVE, KNOXVILLE TN
4630 US HIGHWAY 50 EAST STE 1, CARSON CITY NV
4633 AUBURN BOULEVARD, SACRAMENTO CA
4669 WEST 3500 SOUTH, WEST VALLEY CITY UT
4673 COLT ROAD, ROCKFORD IL
468 US-25 SOUTH, LONDON KY
4722 NE VIVION RD., KANSAS CITY MO
4770 VAN EPPS ROAD, BROOKLYN HEIGHTS OH
4783 GETTYSBERG, FRESNO CA
4830 EAST LINCOLN, WICHITA KS
4899 SUMMER AVE, MEMPHIS TN
4900 BUENA VISTA ROAD, COLUMBUS GA
4903 ALLENTOWN RD, CAMP SPRINGS MD
4909 SOUTH ALLEN ROAD, ZEPHYRHILLS FL
4917 STONEWALL, GREENVILLE TX
493 SOUTH 4TH STREET, EL CENTRO CA
4930 DIXIE HIGHWAY, FAIRFIELD OH
50 EAST 100 NORTH, SPANISH FORK UT
5010 S BROADWAY, WICHITA KS
502 LANTANA ROAD, CROSSVILLE TN
502 N OAK STREET, VALDOSTA GA
5020 RICHMOND RD, WARSAW VA
503 N. 13TH ST., LEESBURG FL
504 GALVIN ROAD SOUTH, BELLEVUE NE
504 NORTH WALNUT, CHAMPAIGN IL
508 N MAIN STREET, SWEETWATER TN
510 COLISEUM BOULEVARD, MONTGOMERY AL
510 GORDON AVE, BOWLING GREEN KY
510 MAIN ST, WOODWARD OK
5102 W OWEN K GARRIOTT RD, ENID OK
518 SECOND AVENUE, BIG STONE GAP VA
52 COUNTRYSIDE PLAZA, COUNTRYSIDE IL
521 2ND STREET WEST, WILLISTON ND
5215 LEO STREET, ALEXANDRIA LA
522 29TH STREET, HUNTINGTON WV
5224 MARINER BLVD, BROOKSVILLE FL
52565 US 33 NORTH, SOUTH BEND IN
530 S CHOCTAW ST, CLARKSDALE MS

5301 EAST OLYMPIC, LOS ANGELES CA
5311 AIRPORT HWY, TOLEDO OH
5340 WEST LOOMIS ROAD, GREENFIELD WI
5353 WEST 10TH STREET, INDIANAPOLIS IN
537 JULIAN ALLSBRK HWY, ROANOKE RAPIDS NC
5401 S WESTERN AVE, OKLAHOMA CITY OK
5405 TELEGRAPH, TOLEDO OH
5420 STATE AVE, KANSAS CITY KS
5429 BLUE PARKWAY, KANSAS CITY MO
5517 ST CHARLES ROAD, BERKELEY IL
552 CANTON ROAD EASTGATE PLAZA, AKRON OH
5548 CLIFF GOOKIN BLVD, TUPELO MS
555 CALIFORNIA STREET, PITTSBURG CA
569 EAST 9 MILE, FERNDALE MI
5702 WEST 55TH STREET, CHICAGO IL
5800 EAST YELLOWSTONE HWY, CASPER WY
5804 N W 63RD ST, WARR ACRES OK
5820 SEMINARY ROAD, FALLS CHURCH VA
5885 TRANSIT ROAD, LOCKPORT NY
595 GREENBAG ROAD, MORGANTOWN WV
5960-C BURLINGAME AVE. SW, WYOMING MI
5981 SE BASELINE RD, BELLEVUE FL
60 GERMANTOWN CT, SUITE 105, CORDOVA TN
600 FIFTH ST., EAGLE LAKE FL
600 KILGORE STREET, BATAVIA OH
600 NORTHWEST BYPASS, GREAT FALLS MT
600 SOUTH HENDERSON ROAD, KING OF PRUSSIA PA
601 BUSINESS LOOP 70W - SUITE 213D, COLUMBIA MO
601 EAST MAIN STREET, SALISBURY MD
6080 159TH STREET, OAK FOREST IL
614 COSBY HIGHWAY, NEWPORT IN
621 ATLAS AVENUE, MADISON WI
6214 GLENWAY AVENUE, CINCINNATI OH
622 EAST JACKSON, MACOMB IL
624 E 6TH AVE, STILLWATER OK
625 49TH AVE, MERIDIAN MS
6254 US HIGHWAY 61 & 67, IMPERIAL MO
6277 PEARL ROAD, PARMA HEIGHTS OH
630 N BROADWAY, ADA OK
6301 CAPITOL BOULEVARD, TUMWATER WA
6310 UNIVERSITY BLVD, COTTONDALE AL
6313 GEYER SPRINGS RD, LITTLE ROCK AR
6325 NORTH AVENUE, OAK PARK IL
645 EAST VILLARD STREET, DICKINSON ND
647 ANDOVER STREET, LAWRENCE MA
6501 S HIGH AVE, OKLAHOMA CITY OK
6507 N WAYNE RD, WESTLAND MI
660 MINOT AVE, AUBURN ME

6600 TERRY ROAD, LOUISVILLE KY
6625 RAYTOWN ROAD, RAYTOWN MO
669 ROOSEVELT TRAIL, WINDHAM ME
6707 103RD STREET, JACKSONVILLE FL
6801 STOCKTON BOULEVARD, SACRAMENTO CA
6857 HWY 85, RIVERDALE GA
6870 TELEGRAPH, DEARBORN HEIGHTS MI
6912 HARNEY ROAD, TAMPA FL
6970 MAYNARDVILLE HIGHWAY, KNOXVILLE TN
6998 N. MEMORIAL PARKWAY, HUNTSVILLE AL
700 NORTH MAIN, BENTON IL
700 WEST LINCOLN HIGHWAY, MERRILLVILLE IN
701 MEMORIAL PARK ROAD, LANCASTER SC
701 S MAIN ST, EMPORIA VA
701 SW BILTMORE ST, PORT SAINT LUCIE FL
702 HIGHWAY 5 NORTH, MOUNTAIN HOME AR
706 CAVALIER BLVD, SOUTH BOSTON VA
706 FAIRMONT AVENUE, FAIRMONT WV
708 EISENHOWER BOULEVARD, JOHNSTOWN PA
708 WEST LOUCKS, PEORIA IL
710 ALABAMA ST, COLUMBUS MS
7100 TECKLER BLVD, CRYSTAL LAKE IL
714 OHIO STREET, BELLINGHAM WA
715 NORTH MILT PHILLIPS AVENUE, SEMINOLE OK
715 SOUTH BLOOMINGTON, STREATOR IL
7170 WEST LANE, STOCKTON CA
720 WASHINGTON AVENUE, CARLSTADT NJ
722 WEST 3RD STREET, MOUNTAIN GROVE MO
723 CONOVER BLVD, CONOVER NC
723 FRANKLIN ST, WATERLOO IA
7240 E GAGE AVENUE, COMMERCE CA
731 EAST 1000 SOUTH, OREM UT
7336 SOUTH STONY ISLAND AVENUE, CHICAGO IL
735 COMMERCE AVENUE, LONGVIEW WA
740 LAMOREAUX DRIVE, COMSTOCK PARK MI
743 MCGREGOR CRT SUITES 120/130, BOISE ID
7451 WARNER AVE., SUTIE C & D, HUNTINGTON BEACH CA
7515 PRESTON HIGHWAY, LOUISVILLE KY
7599 CARROLLTON PIKE, GALAX VA
7706 TRADE STREET A & B, SAN DIEGO CA
7708 SR 52, HUDSON FL
7764 E COLERAIN AVENUE, CINCINNATI OH
780 SOUTH CHICAGO, GENESEO IL
7807 CONVOY COURT, SAN DIEGO CA
784 E US HWY 74, ROCKINGHAM NC
790 E OAKLAND PARK BLVD, OAKLAND PARK FL
790 ROYAL ST GEORGE DR STE 142, NAPERVILLE IL
7917 HALPRIN DR, NORFOLK VA

7970 COLLEGE STREET, BEAUMONT TX
799 W. GRAND, RAINBOW CITY AL
800 WEST HIGH STREET, EBENSBURG PA
8002 NORTH LINDBERGH, HAZELWOOD MO
801 16TH STREET WEST, BILLINGS MT
801 DERBY STREET, PEKIN IL
801 NORTH WASHINGTON, CHILLICOTHE MO
802 E GEER ST, DURHAM NC
803 CONOVER BLVD W, CONOVER NC
803 JULIAN AVENUE, THOMASVILLE NC
805 BLOOMINGTON RD, CHAMPAIGN IL
8050 MARSHALL DRIVE, LENEXA KS
8085 CONNECTOR DRIVE, FLORENCE KY
810 W LEBANON STREET, MOUNT AIRY NC
8101 NW 21ST STREET, MIAMI FL
814 HIGHWAY 431 N., BOAZ AL
814 KNAPP STREET, OSHKOSH WI
816 E UNIVERSITY DR, MESA AZ
816 SOUTH MORRISON, COLLINSVILLE IL
824 NORTH EUCLID, BAY CITY MI
830 D ST N E, MIAMI OK
834 OHIO PIKE STORE 326, CINCINNATI OH
836 2ND STREET, LA SALLE IL
836 WEST PIPELINE ROAD, HURST TX
84 S. DIXIE HIGHWAY, SAINT AUGUSTINE FL
8411 GRAVOIS, AFFTON MO
8438 EASTERN AVE, BELL GARDENS CA
850 BROOK FOREST AVE, UNIT P, SHOREWOOD IL
8600 E. COLONIAL DR., ORLANDO FL
8607 DURANGO STREET SW, LAKEWOOD WA
870 NORTH KINGS HIGHWAY, CAPE GIRARDEAU MO
880 SOUTH MAIN, JACKSONVILLE IL
887 S HIGHWAY 27, SOMERSET KY
890 WEST MAIN SUITE 1, DOTHAN AL
900 WEST UNION AVENUE, LITCHFIELD IL
901 LAKE MITCHELL RD, UNIT 7, CLANTON AL
9020 BEACH BLVD, JACKSONVILLE FL
903 MERCURY BLVD, MURFREESBORO TN
904 S 9TH ST, RICHMOND IN
910 KARSCH ROAD, FARMINGTON MO
910 SOUTH LOCUST STREET, MCCOMB MS
912 EAST 53RD STREET, ANDERSON IN
913 WEST ROLLINS ROAD, ROUND LAKE BEACH IL
9135 N SECOND ST, ROSCOE IL
916 STRICKLER ROAD, MOUNT JOY PA
9180 COMMERCE CENTER CIRCLE, HIGHLANDS RANCH CO
919 8TH STREET, HUMBOLDT KS
920 BENVENUE RD, ROCKY MOUNT NC

9224 W CHINDON BOULEVARD, BOISE ID
9233 EAST 33RD, INDIANAPOLIS IN
925 HUSTONVILLE ROAD, DANVILLE KY
925 W LIBERTY DRIVE, LIBERTY MO
930 WASHINGTON STREET, COLUMBUS IN
931 NATIONAL HWY, LAVALE MD
937 BLAIRS FERRY RD, MARION IA
9442 CALUMET AVENUE, MUNSTER IN
949 WEST US HIGHWAY 50, VERSAILLES IN
95 SOUTH COMMERCE DRIVE, SUITE 95, RINGGOLD GA
96041 NASSAU PLACE, YULEE FL
967 STATE ROUTE 28, MILFORD OH
9844 CALHOUN DRIVE, ORANGEBURG SC
9847 DESOTO, CHATSWORTH CA
BRADFORD SQ. SHIPPING CTR, SEVIERVILLE TN
GATEWAY CTR 23 HWY 1 WEST, IOWA CITY IA
HIGHWAY 52 NORTH, KINGSTREE SC
HIGHWAY 78, JASPER AL
HWY 17 S, NEW BERN NC
HWY 64 BYPASS, WILLIAMSTON NC
LIBERTY ST HIGHWAY 76 EAST, SUMTER SC
OLD NORLINA RD, HENDERSON NC
ROUTE 35 5TH AVENUE, NEPTUNE NJ
RT 6 HIGHWAY 105 BYPASS, BOONE NC
RTE 119 NORTH & ROSEY TOWN RD, GREENSBURG PA
WEST 208 FRANCIS, SPOKANE WA

#### Owned Locations

10014 PACIFIC AVENUE SOUTH, TACOMA WA Total
102 WEST REMINGTON STREET, BLACK RIVER NY
1034 E RIVER DRIVE, DAVENPORT IA
10920 WEST FOREST HOME AVENUE, HALES CORNERS WI
1107 MITCHELL AVE, SAINT JOSEPH MO
1108 E 30TH STREET, KANSAS CITY MO
1111 S SHERIDAN ROAD, TULSA OK
1115 WASHINGTON, MONTPELIER ID
1131 WALTONVILLE RD, MOUNT VERNON IL
11400 BALTIMORE BOULEVARD, BELTSVILLE MD
115 DAWSON, CAMARILLO CA
1150 JEFFERSON BOULEVARD, WARWICK RI
11612 HEMPSTEAD ROAD, HOUSTON TX
1175 1AFT STREET, SOUTHLAWN, ROCKVILLE MD
118 CHEROKEE ST, SAINT JOSEPH MO
1180 WEST CENTER, PROVO UT
1190 GETTY ST S, SAUK CENTRE MN
12 EAST ARMOUR BLVD, KANSAS CITY MO
1200 BERTRAND DRIVE, LAFAYETTE LA

1215 CUYAMACA STREET, EL CAJON CA
1219 EAST DIVISION STREET, SPRINGFIELD MO
12248 HIGHWAY 190 WEST, HAMMOND LA
1230 FIRST AVENUE SOUTH, BIRMINGHAM AL
12410 METRO PARKWAY FT MYERS, FORT MYERS FL
125 SOUTH CENTRAL AVENUE, ELMSFORD NY
12618 S US HIGHWAY 71, GRANDVIEW MO
12827 JEFFERSON AVE, NEWPORT NEWS VA
12880 49TH STREET NORTH, CLEARWATER FL
1300 FIRST AVENUE SOUTH, BIRMINGHAM AL
1300 HIGHWAY 12 E, WILLMAR MN
1306 BRANDT PIKE, DAYTON OH
1317 HEBRON ROAD, HEATH OH
1323 POWATAN ST, FREDERICKSBURG VA
1324 ARDEN WAY, SACRAMENTO CA
1329 FEE DRIVE, SACRAMENTO CA
1330 EAST 142ND STREET, DOLTON IL
1333 BEVERLY DRIVE, SALINA KS
13330 PALMDALE, VICTORVILLE CA
13753 MANCHESTER ROAD, MANCHESTER MO
140 DUPREE STREET, CHARLOTTE NC
1401 E LAKE ST, MINNEAPOLIS MN
1403 NORTH FLORIDA AVENUE, LAKELAND FL
1406 MARCUS STREET, VICKSBURG MS
14300 TIREMAN, DETROIT MI
1505 EAST MAIN AVENUE, BISMARCK ND
1507 DUSTY, COLORADO SPRINGS CO
1511 WEST LINCOLN, PEORIA IL
1518 E 10TH ST, JEFFERSONVILLE IN
1525 INDUSTRIAL ROAD, EMPORIA KS
1535 MAJONING AVENUE, YOUNGSTOWN OH
1539 N FEDERAL AVE, MASON CITY IA
15659 HIGHWAY 34, FORT MORGAN CO
1566 STATE STREET, SPRINGFIELD MA
162 SOUTH 100 WEST, LOGAN UT
1626 W US HIGHWAY 52, RUSHVILLE IN
1630 LEBANON CHURCH RD, PITTSBURGH PA
1670 HIGHWAY 30N, HEYBURN ID
168 DOUGLAS AVENUE, JAMAICA NY
1698 FINDLAY ROAD, LIMA OH
1700 ISLAND AVENUE, PITTSBURGH PA
1701 EAST MAIN AVENUE, BISMARCK ND
1707 SILVER STREET, ANDERSON IN
1760 GOLDEN MILE HIGHWAY, MONROEVILLE PA
178 SOUTH FORGE STREET, AKRON OH
1781 THIRD, RIVERSIDE CA
1800 SOUTH BELT WEST, BELLEVILLE IL
1805 BURTON AVE, WATERLOO IA

1840 SEBASTOPOL ROAD, SANTA ROSA CA
186 PATTON AVE. ASHEVILLE NC
189 CRAWFORD STREET, FITCHBURG MA
1955 JULIAN AVE, SAN DIEGO CA
1969 VICTORY DRIVE, COLUMBUS GA
19946 NATIONAL PIKE, HAGERSTOWN MD
1998 SOUTH CHESTER, BAKERSFIELD CA
20 WELLS ST, BRIDGEPORT CT
201 BUSH DR. E, JACKSONVILLE FL
2024 PLACENTIA AVE, COSTA MESA CA
204 COURT STREET, MARION NC
2055 ROGERO RD, JACKSONVILLE FL
207 NORTH WOOSTER AVENUE, DOVER OH
21 O'BRYAN DRIVE, BRATTLEBORO VT
2107 CHESNEE HWY, SPARTANBURG SC
2117 STATE ROUTE 45 NORTH, MAYFIELD KY
21200 DORAL ROAD (BROOKFIELD), WAUKESHA WI
2135 MARKET ST, JACKSONVILLE FL
215 SOUTH GRANT, SPRINGFIELD MO
215 WEST BOYLSTON STREET, WEST BOYLSTON MA
2150 WEST STREET, RIVER GROVE IL
2193 HIGHWAY 190 WEST, DERIDDER LA
2200 HIGHWAY 82 E, GREENVILLE MS
2200 S. DIVISION AVE., ORLANDO FL
2215 MINNESOTA STREET, OSHKOSH WI
2227 NATIONAL AVENUE, HAYWARD CA
2227 ROUTE 88, DUNLEVY PA
2248 SPENARD ROAD, ANCHORAGE AK
2305 STAGG HILL ROAD, MANHATTAN KS
2320 UNIVERSITY AVE, WATERLOO IA
2330 RIPPLE STREET, LOS ANGELES CA
2366 NEWELL ST, WATERLOO IA
2377 HARLEM, CHEEKTOWAGA NY
238 WEST MOSEL, KALAMAZOO MI
2404 RICE ST (LITTLE CANADA), SAINT PAUL MN
2406 CRANBERRY HIGHWAY, WAREHAM MA
2410 US HIGHWAY 63 NORTH, COLUMBIA MO
2450 DE LA CRUZ, SANTA CLARA CA
2483 PORTLAND STREET, SAINT JOHNSBURY VT
2500 GORDON AVENUE, MONROE LA
2519 GRAND SOUTH, MONROE LA
255 NORTH WOODBRIDGE, CHILLICOTHE OH
2551 N. CHURCH STREET, ROCKY MOUNT NC
2557 GRANT AVENUE, OGDEN UT
257 WEST AVE, TALLMADGE OH
26 OLD OLDEN AVENUE, HAMILTON NJ
2601 MARKET STREET, GREENSBORO NC
2611 PLANTATION ROAD NE, ROANOKE VA

27 HANCOCK STREET, ROCHESTER NH
27 INTERCHANGE DRIVE, WEST LEBANON NH
2711 NORTH 27TH STREET, LINCOLN NE
2727 ARDENWOOD, BATON ROUGE LA
2800 HOLLYWOOD AVENUE, SHREVEPORT LA
2801 LAFAYETTE ROAD, INDIANAPOLIS IN
2801 SOUTH TOWNE AVENUE, POMONA CA
2815 EAST 32ND STREET, JOPLIN MO
2823 NEUSE BLVD, NEW BERN NC
2929 NORTH SHADELAND AVE, INDIANAPOLIS IN
2991 VAN BUREN AVE, NAPLES FL
3000 TROOST AVE, KANSAS CITY MO
301 N SUTHERLAND AVENUE, MONROE NC
301 SAGAMORE PKWY S, LAFAYETTE IN
301 SOUTH BELCHER ROAD, CLEARWATER FL
301 W US HIGHWAY 30, ROCK FALLS IL
3030 LAFOUNTAIN STREET, KOKOMO IN
3030 VETFRANS MEMORIAL HIGHWAY, BOHEMIA NY
3045 N STONE AVE, TUCSON AZ
305 ROBERTSON STREET, NEW IBERIA LA
3051 MONTEREY BOULEVARD, SAN JOSE CA
3060 N NATIONAL ROAD, COLUMBUS IN
310 E KINGSHIGHWAY, PARAGOULD AR
3100 NORTHWEST PARK DRIVE, KNOXVILLE TN
3100 POLE LINE ROAD, POCATELLO ID
3106 E ROANE AVE, EUPORA MS
3120 JEFFERSON AVENUE, TEXARKANA AR
3201 167TH STREET, HAZEL CREST IL
3225 CLEARLAKE, SPRINGFIELD IL
325 COMMERCIAL ST, WATERLOO IA
3270 SONOMA BOULEVARD, VALLEJO CA
3276 WEST SUSSEX AVENUE, FRESNO CA
3279 WEST LANSING WAY, FRESNO CA
3350 S ASPEN AVE, BROKEN ARROW OK
3370 FOX HILL ROAD, EASTON PA
33801 DEQUINDRE, TROY MI
3400 MAC ARTHUR DRIVE, ALEXANDRIA LA
341 MONROE AVENUE, MEMPHIS TN
341 STATE STREET, VANPORT PA
3426 W ADAMS ST, PHOENIX AZ
350 JOHNSTOWN ROAD, GAHANNA OH
35-05 CONNER STREET, BRONX NY
3507 WOODSON ROAD (SAINT JOHN), SAINT JOHN MO
3515 NORTH EL PASO, COLORADO SPRINGS CO
355 NORTH QUINCE, ESCONDIDO CA
35780 GODDARD ROAD, ROMULUS MI
358 GARDEN HIGHWAY, YUBA CITY CA
365 EAST ANDERSON, IDAHO FALLS ID

370 S NOVA RD, DAYTONA BEACH FL
37051 AMRHEIN, LIVONIA MI
3763 JACKSON AVENUE, MEMPHIS TN
3818 WOODVILLE ROAD, NORTTIWOOD OH
39 OLD DOVER ROAD, ROCHESTER NH
400 MONROE AVENUE, MEMPHIS TN
4002 W. MERCURY BLVD, HAMPTON VA
401 WEST DUNKLIN, JEFFERSON CITY MO
402 E JACKSON STREET, UNION CITY TN
406 37TH ST NE, ROCHESTER MN
4100 EAST BROADWAY, STE 150, PHOENIX AZ
4120 WEST LEDBETTER DRIVE, DALLAS TX
413 PRESUMPCOT STREET, PORTLAND ME
416 N POPLAR, NEW TON KS
42 NORTH BLACKHORSE PIKE, BELLMAWR NJ
420 EASTERN AVENUE, MALDEN MA
425 AIRPORT ROAD, ELGIN IL
4288 CHIPPEWA, SAINT LOUIS MO
430 E CASINO RD, EVERETT WA
433 WEST SOUTH STREET, OPELOUSAS LA
434 AURORA AVENUE NORTH, SEATTLE WA
44117 NORTH DIVISION, LANCASTER CA
4429 S US HIGHWAY 41, TERRE HAUTE IN
4441 SPENCER HIGHWAY, PASADENA TX
44655 JACKSON, INDIO CA
4563 POPLAR LEVEL ROAD, LOUISVILLE KY
460 LINN STREET, CINCINNATI OH
4619 RIGSBY AVENUE, SAN ANTONIO TX
4715 LONGLEY LANE, RENO NV
50 EAST COVE AVE EXTENSION, ELM GROVE WV
500 MAIN STREET, BOONVILLE MO
501 CONESTOGA WAY, HENDERSON NV
501 GARFIELD AVE, DUBUQUE IA
505 DOWNS STREET, DEFIANCE OH
51 LOUNDBERRY TURNPIKE, HOOKSETT NH
51 TILTON ROAD, TILTON NH
5130 WINNETKA AVE N, NEW HOPE MN
5150 MIDLAND ROAD, BILLINGS MT
521 W PARK AVE, GREENWOOD MS
530 EVANS CITY ROAD, BUTLER PA
535 E LAKEWOOD ROAD, WEST PALM BEACH FL
5441 MARSHALL, ARVADA CO
548 WASHINGTON, TWIN FALLS ID
5545 MILLER CIRCLE DRIVE, MATTESON IL
5609 WICHIITA STREET, FORT WORTH TX
569 BROADHOLLOWS ROAD, MELVILLE NY
570 RIVERGATE DR, MEMPHIS TN
5710 OXFORD AVENUE, PHILADELPHIA PA

580 JULIE ANN WAY, OAKLAND CA
5820 EAST MALLOY ROAD, SYRACUSE NY
5923 SOUTH 350 WEST, MURRAY UT
6002 W. OKMULGEE ST, MUSKOGEE OK
60-06 37TH AVENUE, WOODSIDE NY
6007 ST ANDREWS PLACE, LOS ANGELES CA
601 POND STREET, BRAINTREE MA
605 SOUTH SHELLEY, PEORIA IL
609 OAKLAND PARK, COLUMBUS OH
6111 SOUTH GRAMERCY PLACE, LOS ANGELES CA
6301 N BROADWAY, SAINT LOUIS MO
6325 SAN FERNANDO RD, GLENDALE CA
6420 W 87TH ST, BURBANK IL
6610 DOLLARWAY ROAD, PINE BLUFF AR
6697 CENTERGROVE ROAD, EDWARDSVILLE IL
6702 SOUTHSIDE DRIVE, LOUISVILLE KY
6841 SAN FERNANDO ROAD, GLENDALE CA
6841 VILLAGE PARKWAY, DUBLIN CA
697 N 4TH STREET, COLUMBUS OH
708 WEST NORTH TEMPLE, SALT LAKE CITY UT
710 US HIGHWAY 31 NORTH, GREENWOOD IN
714 22ND ST, CHESAPEAKE VA
7166 FURNACE BRANCH ROAD, GLEN BURNIE MD
7225 SANTA FE DRIVE, HODGKINS IL
7301 STAPLES MILL RD, RICHMOND VA
734 E 400 SOUTH, SALT LAKE CITY UT
735 NORTH WATER STREET, DECATUR IL
7401 N.W. CACHE RD, LAWTON OK
747 WEST 5TH STREET, CINCINNATI OH
75 DEMAREST DRIVE STE 1, WAYNE NJ
7522 SOUTH STATE, MIDVALE UT
756 N MAIN ST, DECATUR IL
80 EAST 62ND AVENUE, DENVER CO
800 GLENDALE MILFORD ROAD, CINCINNATI OH
8071 WALES ROAD, NORTHWOOD OH
808 GRATIOT BOULEVARD, MARYSVILLE MI
820 6TH AVENUE, LAKE CHARLES LA
833 MONTAGUE STREET, SAN LEANDRO CA
838 NORTH MITCHELL, CADILLAC MI
8451 E. US HIGHWAY 20, MICHIGAN CITY IN
8500 DURANGO STREET SW, LAKEWOOD WA
8503 MANCHESTER ROAD, BRENTWOOD MO
885 EAST TAYLOR, SAINT LOUIS MO
890 SOUTH OYSTER BAY RD, HICKSVILLE NY
89-18 ATLANTIC AVENUE, OZONE PARK NY
8960 MARSHALL DRIVE, LENEXA KS
901 E 12TH ST, WINSTON SALEM NC
901 ORANGETHORPE, ANAHEIM CA

902 NEW HOPE ROAD, GASTONIA NC
905 EAST ARROW HIGHWAY, GLENDORA CA
91 FOSTER STREET, BROCKTON MA
910 JEFFERSON AVENUE, WASHINGTON PA
911 VAN BUREN, LOVEI AND CO
920 SOUTH 5TH STREET, SAINT CHARLES MO
920 W KEVITT DR, HIGH POINT NC
947 LUDLOW STREET, DAYTON OH
950 MAIN AVENUE, DE PERE WI
9555 WEST SORENG AVENUE, SCHILLER PARK IL
9767 SOUTH 700 EAST, SANDY UT
9801 BLUE GRASS ROAD, PHILADELPHIA PA
983 MILLBURY STREET, WORCESTER MA
ONE BAKERS WAY, BIDDEFORD ME
RS 1755 LEIGHTON RD., AUGUSTA ME
RTE 116 MAIN ROAD, MEDWAY ME
US 17 SOUTH, ELIZABETH CITY NC

SCHEDULE 5  
TO FOURTH LIEN SECURITY AGREEMENT

PLEGDED COLLATERAL

Pledged Stock:

Grantor	Stock Issuer	Class of Stock	Certificated (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of the Stock Issuer
Interstate Bakeries Corporation	Interstate Brands Corporation	Common Stock	Y	1	\$10.00	10,000	100%
Interstate Bakeries Corporation	IBC Sales Corporation	Common Stock	Y	1	\$1.00	500	100%
IBC Sales Corporation	Mrs. Cubbison's Foods, Inc.	Common Stock	Y	7	\$1.00	8,000	80%
Interstate Brands Corporation	New England Bakery Distributors, L.L.C.	N/A	N	N/A	N/A	N/A	Interstate Brands Corporation owns the entire equity interest and such interest is the only interest outstanding
Interstate Bakeries Corporation	IBC Services, LLC	N/A	N	N/A	N/A	N/A	Interstate Bakeries Corporation owns the entire equity interest and such interest is the only interest outstanding
Interstate Brands Corporation	Baker's Inn Quality Baked Goods, LLC	N/A	N	N/A	N/A	N/A	Interstate Brands Corporation owns the entire equity interest and such interest is the only interest outstanding

Interstate Brands Corporation	Armour and Main Redevelopment Corporation	N/A	N	N/A	N/A	N/A	Interstate Brands Corporation owns the entire equity interest and such interest is the only interest outstanding
IBC Sales Corporation	IBC Trucking, LLC	N/A	N	N/A	N/A	N/A	IBC Sales Corporation owns the entire equity interest and such interest is the only interest outstanding

SCHEDULE 6  
TO FOURTH LIEN SECURITY AGREEMENT

INTELLECTUAL PROPERTY

**Part I – U.S. Registered Trademarks**

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation <sup>1</sup>	United States	EMPEROR NORTON 1853 ORIGINAL AND DESIGN	1,220,211	12-14-1982
Interstate Bakeries Corporation	United States	1853 EMPEROR NORTON ORIGINAL SAN FRANCISCO SOURDOUGH SNACKS "CRISPY" AND DESIGN	1,490,409	05-31-1988
Interstate Bakeries Corporation	United States	3 CAKES. 100 CALORIES. REAL SATISFACTION.	3,462,176	07-08-2008
Interstate Bakeries Corporation	United States	AMERICA'S FAVORITE SNACK CAKES	2,641,675	10-29-2002
Interstate Bakeries Corporation	United States	ANOTHER BLUE SEAL VARIETY (AND DESIGN)	889,795	04-21-1970
Interstate Bakeries Corporation	United States	AUTHENTIC SAN FRANCISCO SOURDOUGH SINCE 1856 (AND DESIGN)	1,848,412	08-02-1994
Interstate Bakeries Corporation	United States	AUTUMN GRAIN	3,507,610	09-30-2008
Interstate Bakeries Corporation	United States	AUTUMN WHEAT	1,732,156	11-10-1992
Interstate Bakeries Corporation	United States	BAHAMA	1,686,591	05-12-1992
Interstate Bakeries Corporation	United States	BAHAMA AND DESIGN	1,686,592	05-12-1992
Interstate Bakeries Corporation	United States	BAKER'S INN	3,077,262	04-04-2006
Interstate Bakeries Corporation	United States	BANANA DREAM	1,610,705	08-21-1990
Interstate Bakeries Corporation	United States	BANANA DREAMS (STYLIZED)	1,553,927	08-29-1989
Interstate Bakeries Corporation	United States	BANANA FLIP	2,954,041	05-24-2005

The following footnotes indicate defects in title that, individually or in the aggregate, do not materially interfere with such Grantor's ability to conduct its business as currently conducted or utilize such properties for their intended purposes.

<sup>1</sup> Security interest granted by prior trademark owner Homestead Snacks, Inc. (California corp.) to Great American Life Insurance Company (Ohio Corporation) dated 8/13/1986 and recorded 4/3/1987 at Reel/Frame: 0558/0237 and Reel/Frame: 0558/0270.

<b>Record Owner</b>	<b>Country</b>	<b>Trademark</b>	<b>Registr. No.</b>	<b>Reg. Date</b>
Interstate Bakeries Corporation	United States	BASEBALLS	3,305,799	10-09-2007
Interstate Bakeries Corporation	United States	BEEFSTEAK	902,723	11-17-1970
Interstate Bakeries Corporation	United States	BETTER WAY	1,015,403	07-08-1975
Interstate Bakeries Corporation	United States	SNACKIN' BITE-SIZE FUN AND DESIGN	1,689,203	05-26-1992
Interstate Bakeries Corporation	United States	BLUE RIBBON AND DESIGN	771,554	06-16-1964
Interstate Bakeries Corporation	United States	BLUE SEAL	654,228	11-05-1957
Interstate Bakeries Corporation	United States	BLUE SEAL AND DESIGN	766,033	03-03-1964
Interstate Bakeries Corporation	United States	BRANATURAL & DESIGN	1,199,745	06-29-1982
Interstate Bakeries Corporation	United States	BRAUN'S	1,106,773	11-21-1978
Interstate Bakeries Corporation	United States	BREAD DU JOUR	1,454,551	08-25-1987
Interstate Bakeries Corporation	United States	BREAD DU JOUR AND DESIGN	1,845,798	07-19-1994
Interstate Bakeries Corporation	United States	BREAKFAST BAKE SHOP AND DESIGN (SHOP)	1,609,249	08-07-1990
Interstate Bakeries Corporation	United States	BROWNIE BITES	1,693,366	06-09-1992
Interstate Bakeries Corporation	United States	BUTTERMAID AND DESIGN	1,165,717	08-18-1981
Interstate Bakeries Corporation	United States	BUTTERNUT	721,100	09-05-1961
Interstate Bakeries Corporation	United States	BUTTERNUT AND LACE OVAL AND GINGHAM DESIGN	1,015,409	07-08-1975
Interstate Bakeries Corporation	United States	BUTTERNUT AND LACE OVAL DESIGN	620,968	02-07-1956
Interstate Bakeries Corporation	United States	CAROMEL AND DESIGN	2,805,538	01-13-2004
Interstate Bakeries Corporation	United States	CERTIFIED	808,597	05-17-1966
Interstate Bakeries Corporation	United States	CHOCO-DELIGHTS	1,539,474	05-16-1989
Interstate Bakeries Corporation	United States	CHOCO-DILES	1,091,513	05-16-1978
Interstate Bakeries Corporation	United States	CHOCO-LICIOUS	1,753,359	02-16-1993
Interstate Bakeries Corporation	United States	CINNAMINIS	1,717,159	09-15-1992

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation	United States	CJP'S DUTCH HEARTII (STYLIZED)	920,813	09-21-1971
Interstate Bakeries Corporation	United States	COCO BITES	2,701,524	03-25-2003
Interstate Bakeries Corporation <sup>2</sup>	United States	COLOMBO	1,442,338	06-09-1987
Interstate Bakeries Corporation	United States	COLOMBO SAN FRANCISCO STYLE BAY AREA'S FINEST and Design	3,278,566	08-14-2007
Interstate Bakeries Corporation	United States	CONTINENTAL	725,686	12-26-1961
Interstate Bakeries Corporation	United States	COOK BOOK (STYLIZED)	550,519	11-06-1951
Interstate Bakeries Corporation	United States	COOL HERB	1,521,170	01-17-1989
Interstate Bakeries Corporation	United States	COTTON'S	1,644,539	05-14-1991
Interstate Bakeries Corporation	United States	COUNTESS	1,510,345	10-25-1988
Interstate Bakeries Corporation	United States	COUNTY FAIR	2,141,955	03-10-1998
Interstate Bakeries Corporation	United States	CREMF BOATS	1,306,267	11-20-1984
Interstate Bakeries Corporation	United States	CRISPY SNACKS AND DESIGN	2,390,551	09-26-2000
Interstate Bakeries Corporation	United States	CUBBISON'S	671,912	12-30-1958
Interstate Bakeries Corporation	United States	DAFFODIL FARM	1,478,890	03-01-1988
Interstate Bakeries Corporation	United States	DAFFODIL FARM	698,266	05-24-1960
Interstate Bakeries Corporation	United States	D'AGOSTINO'S AND DESIGN (STYLIZED)	1,729,639	11-03-1992
Interstate Bakeries Corporation	United States	DANISH ROLLERS	1,394,261	05-20-1986
Interstate Bakeries Corporation	United States	DESIGN (BALLOON ON BREAD WRAPPER)	780,661	11-24-1964
Interstate Bakeries Corporation	United States	DESIGN (BEE)	729,525	04-03-1962
Interstate Bakeries Corporation	United States	DESIGN (DOLLY MADISON)	885,969	02-10-1970

<sup>2</sup> Security interest granted by prior trademark owner San Francisco French Bread Company (California corp.) to Wells Fargo Bank dated 8/13/1990, recorded 11/11/1991 at Reel/Frame: 0783/0485.

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation	United States	DESIGN (GINGHAM)	873,138	07-15-1969
Interstate Bakeries Corporation	United States	DESIGN (GINGHAM)	1,394,241	05-20-1986
Interstate Bakeries Corporation	United States	DESIGN (HEART IN HOUSE)	965,218	07-31-1973
Interstate Bakeries Corporation	United States	DESIGN (LACE OVAL ON GINGHAM BACKGROUND)	586,855	03-16-1954
Interstate Bakeries Corporation	United States	DESIGN (LACE OVAL)	270,774	05-13-1930
Interstate Bakeries Corporation	United States	DESIGN (MAGICIAN)	1,011,655	05-27-1975
Interstate Bakeries Corporation	United States	DESIGN (MILL)	962,988	07-03-1973
Interstate Bakeries Corporation	United States	DESIGN (SLASH)	2,358,919	06-13-2000
Interstate Bakeries Corporation	United States	DEVIL DOGS	2,135,953	02-10-1998
Interstate Bakeries Corporation	United States	DEVIL DOGS (STYLIZED)	2,134,517	02-03-1998
Interstate Bakeries Corporation	United States	DI CARLO	2,391,473	10-03-2000
Interstate Bakeries Corporation	United States	DING DONGS	2,265,139	07-27-1999
Interstate Bakeries Corporation	United States	DIXIE RYE (STYLIZED)	629,265	06-19-1956
Interstate Bakeries Corporation	United States	DOLLY	3,398,276	03-18-2008
Interstate Bakeries Corporation	United States	DOLLY DOLLY MADISON BAKERY & Design	3,368,106	01-15-2008
Interstate Bakeries Corporation	United States	DOLLY MADISON (STYLIZED)	375,163	02-13-1940
Interstate Bakeries Corporation	United States	DOLLY MADISON AND DESIGN	1,236,605	05-03-1983
Interstate Bakeries Corporation	United States	DOLLY MADISON BAKERY	1,456,720	09-08-1987
Interstate Bakeries Corporation	United States	DOLLY MADISON BAKERY	3,331,770	11-06-2007
Interstate Bakeries Corporation	United States	DOLLY MADISON BAKERY AND DESIGN	1,456,719	09-08-1987
Interstate Bakeries Corporation	United States	DOLLY MADISON BAKERY MEGA MUFFINS	2,352,167	05-23-2000
Interstate Bakeries Corporation	United States	DOLLY MADISON DONUT GEMS	1,230,142	03-08-1983

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation	United States	DOLLY MADISON NEAT-TO-EAT TREATS AND DESIGN	1,155,789	05-26-1981
Interstate Bakeries Corporation	United States	DONETTES	1,129,357	01-15-1980
Interstate Bakeries Corporation	United States	DONUT BITES	2,970,681	07-19-2005
Interstate Bakeries Corporation	United States	DONUT BITES & Design	2,970,674	07-19-2005
Interstate Bakeries Corporation	United States	DONUT GEMS	3,488,527	08-19-2008
Interstate Bakeries Corporation <sup>3</sup>	United States	DOZY OATS	1,172,485	10-06-1981
Interstate Bakeries Corporation <sup>3</sup>	United States	DRAKE'S	654,219	11-05-1957
Interstate Bakeries Corporation	United States	DRAKE'S AND DESIGN (DRAKE HOLDING SPOON PEEKING THROUGH RIBBON)	2,139,074	02-24-1998
Interstate Bakeries Corporation	United States	DUTCH HEARTH	1,138,019	07-22-1980
Interstate Bakeries Corporation	United States	EDDY'S (STYLIZED)	1,343,051	06-18-1985
Interstate Bakeries Corporation	United States	EMPEROR NORTON	1,219,342	12-07-1982
Interstate Bakeries Corporation <sup>2</sup>	United States	FISHERMAN'S WHARF	1,420,325	12-09-1986
Interstate Bakeries Corporation	United States	FORK-SPLIT	728,617	03-13-1962
Interstate Bakeries Corporation <sup>3</sup>	United States	FRESHNESS YOU CAN TASTE	1,226,097	02-01-1983
Interstate Bakeries Corporation	United States	FUN BUNS	898,833	09-15-1970
Interstate Bakeries Corporation <sup>3</sup>	United States	FUNNY BONES	728,627	03-13-1962
Interstate Bakeries Corporation	United States	GIVE 'EM WHAT THEY LOVE... WONDER!	3,398,278	03-18-2008
Interstate Bakeries Corporation	United States	GLAZED & RAISED	1,210,138	09-21-1982
Interstate Bakeries Corporation	United States	GLO BALLS	2,983,649	08-09-2005
Interstate Bakeries Corporation	United States	GOLDEN HONEY	1,362,235	09-24-1985

<sup>3</sup> Security interest granted by prior trademark owner Drake Bakeries, Inc. (Delaware corp.) to Fiducie Desjardins Inc. (Canada Corporation) dated 11/18/1994 and recorded 12/20/1994 at Reel/Frame: 1273/0052.

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation	United States	GOOD CHEER	741,681	12-04-1962
Interstate Bakeries Corporation	United States	GOOD FOR YOUR HEART AND DESIGN	1,645,417	05-21-1991
Interstate Bakeries Corporation	United States	GOOD HEARTH	1,843,823	07-05-1994
Interstate Bakeries Corporation	United States	GRANDMA EMILIE'S	1,753,356	02-16-1993
Interstate Bakeries Corporation	United States	GRANDMA EMILIE'S AND DESIGN	1,776,686	06-15-1993
Interstate Bakeries Corporation	United States	HARVEST RIDGE	1,905,106	07-11-1995
Interstate Bakeries Corporation	United States	HELPS BUILD STRONG BODIES	2,300,141	12-14-1999
Interstate Bakeries Corporation	United States	HELPS BUILD STRONG BODIES 12 WAYS	719,005	07-25-1961
Interstate Bakeries Corporation	United States	HO HO HO'S	2,143,589	03-10-1998
Interstate Bakeries Corporation	United States	HO HOS	3,305,775	10-09-2007
Interstate Bakeries Corporation	United States	HO HOS AND DESIGN	862,477	12-24-1968
Interstate Bakeries Corporation	United States	HOME PRIDE	2,119,823	12-09-1997
Interstate Bakeries Corporation	United States	HOME PRIDE (STYLIZED)	214,191	06-15-1926
Interstate Bakeries Corporation	United States	HOME PRIDE AND DESIGN	1,785,724	08-03-1993
Interstate Bakeries Corporation	United States	HOME PRIDE BUTTER TOP AND DESIGN	1,649,834	07-02-1991
Interstate Bakeries Corporation	United States	HOSTESS	126,368	08-19-1919
Interstate Bakeries Corporation	United States	HOSTESS	732,788	06-12-1962
Interstate Bakeries Corporation	United States	HOSTESS	740,293	11-06-1962
Interstate Bakeries Corporation	United States	HOSTESS - NOW THAT'S THE STUFF!	2,075,568	07-01-1997
Interstate Bakeries Corporation	United States	HOSTESS & Design	3,260,896	07-10-2007
Interstate Bakeries Corporation	United States	HOSTESS 100 CALORIE PACKS & Design	3,421,900	05-06-2008
Interstate Bakeries Corporation	United States	HOSTESS ACTION VALLEY PARK	2,981,563	08-02-2005
Interstate Bakeries Corporation	United States	HOSTESS AND HEART DESIGN	1,550,391	08-01-1989
Interstate Bakeries Corporation	United States	HOSTESS AND HEART DESIGN	1,890,064	04-18-1995

<b>Record Owner</b>	<b>Country</b>	<b>Trademark</b>	<b>Registr. No.</b>	<b>Reg. Date</b>
Interstate Bakeries Corporation	United States	HOSTESS AND HEART WITH SUN DESIGN	1,776,008	06-08-1993
Interstate Bakeries Corporation	United States	HOSTESS BASEBALLS AND DESIGN	1,803,873	11-09-1993
Interstate Bakeries Corporation	United States	HOSTESS HOPPERS AND DESIGN	1,768,188	04-27-1993
Interstate Bakeries Corporation	United States	HOSTESS KOOKIES AND DESIGN (CHOCOLATE CHIP)	1,946,109	01-02-1996
Interstate Bakeries Corporation	United States	HOSTESS KOOKIES AND DESIGN (SANDWICH)	1,946,107	01-02-1996
Interstate Bakeries Corporation	United States	HOSTESS LUCKY PUFFS	2,244,916	05-11-1999
Interstate Bakeries Corporation	United States	HOSTESS SNO BALLS	2,170,319	06-30-1998
Interstate Bakeries Corporation	United States	HOSTESS TIGER TAILS	2,128,257	01-13-1998
Interstate Bakeries Corporation	United States	IBC (STYLIZED)	923,556	11-09-1971
Interstate Bakeries Corporation	United States	J.J. NISSEN	3,339,173	11-20-2007
Interstate Bakeries Corporation	United States	J.J. NISSEN & Design	3,429,930	05-20-2008
Interstate Bakeries Corporation	US Federal	JUST US KIDS!	3,093,221	05-16-2006
Interstate Bakeries Corporation	United States	KOO KOOS	1,143,571	12-16-1980
Interstate Bakeries Corporation	United States	LANGENDORF (STYLIZED)	522,206	03-14-1950
Interstate Bakeries Corporation	United States	LAS DELICIAS DE HOSTESS	3,244,132	05-22-2007
Interstate Bakeries Corporation	United States	L'I'L ANGELS	728,631	03-13-1962
Interstate Bakeries Corporation	United States	L'I'L ANGELS (STYLIZED)	1,783,576	07-20-1993
Interstate Bakeries Corporation	United States	L'I'L DEVILS	1,644,555	05-14-1991
Interstate Bakeries Corporation	United States	MERITA	3,356,492	12-18-2007
Interstate Bakeries Corporation	United States	MERITA & Design	3,488,081	08-19-2008
Interstate Bakeries Corporation	United States	MICKEY	845,555	03-05-1968

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation	United States	MILLBROOK	1,273,784	04-10-1984
Interstate Bakeries Corporation <sup>1</sup>	United States	MOM'S OLD FASHIONED	1,840,724	06-21-1994
Interstate Bakeries Corporation	United States	MR. BIG (STYLIZED)	716,941	06-13-1961
Interstate Bakeries Corporation	United States	MRS. CUBBISON'S	2,664,099	12-17-2002
Interstate Bakeries Corporation	United States	MRS. CUBBISON'S (STYLIZED)	1,228,638	02-22-1983
Interstate Bakeries Corporation	United States	MRS. CUBBISON'S CORNBREAD STUFFIN'	2,078,817	07-15-1997
Interstate Bakeries Corporation	United States	MRS. CUBBISON'S RESTAURANT STYLE CROUTONS	1,665,971	11-26-1991
Interstate Bakeries Corporation	United States	MRS. CUBBISON'S STUFFIN' SACK	1,761,315	03-30-1993
Interstate Bakeries Corporation	United States	MRS. KARL'S COUNTRY WHEAT	1,735,773	11-24-1992
Interstate Bakeries Corporation	United States	NANCY MARTIN	1,508,462	10-11-1988
Interstate Bakeries Corporation	United States	NEAT-TO-EAT TREATS	1,144,436	12-23-1980
Interstate Bakeries Corporation	United States	NISSEN	1,321,076	02-19-1985
Interstate Bakeries Corporation	United States	OATMEAL GOODNESS	1,579,302	01-23-1990
Interstate Bakeries Corporation	United States	OLD WORLD	1,049,154	09-28-1976
Interstate Bakeries Corporation	United States	OLD WORLD	1,957,098	02-20-1996
Interstate Bakeries Corporation	United States	OLD WORLD DELI AND DESIGN	1,249,198	08-23-1983
Interstate Bakeries Corporation <sup>2</sup>	United States	THE ORIGINAL SAN FRANCISCO SOURDOUGH SINCE 1856 AND DESIGN	1,500,039	08-09-1988
Interstate Bakeries Corporation	United States	OVEN GOLD	3,311,532	10-16-2007
Interstate Bakeries Corporation	United States	OZARK MILL	1,159,350	06-30-1981

<sup>1</sup> Assigned by Country Club Foods, Inc. (Utah Corp.) to Interstate Brands Corporation (Delaware corp.) on 9/7/1995. Nevertheless, Granny Goose Foods, Inc. formerly Country Club Foods, Inc. granted a security interest to Peterson, Diana J. d/b/a Peterson Ventures, Inc. on 6/30/1997, recorded 2/10/1999 at Reel/Frame: 1853/0663.

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation	United States	PANTRY PRIDE	787,855	04-06-1965
Interstate Bakeries Corporation <sup>2</sup>	United States	PARISIAN	790,803	06-08-1965
Interstate Bakeries Corporation <sup>2</sup>	United States	PARISIAN AND DESIGN	1,620,234	10-30-1990
Interstate Bakeries Corporation <sup>2</sup>	United States	PARISIAN AND DESIGN	1,615,767	10-02-1990
Interstate Bakeries Corporation <sup>2</sup>	United States	PARISIAN AND DESIGN	749,867	05-21-1963
Interstate Bakeries Corporation <sup>5</sup>	United States	PASTRY PICK-M-UPS AND DESIGN	1,670,414	12-31-1991
Interstate Bakeries Corporation	United States	PATTY BAKER	1,173,507	10-13-1981
Interstate Bakeries Corporation	United States	PROFILE	698,265	05-24-1960
Interstate Bakeries Corporation	United States	RAISIN ROUNDS	919,069	08-24-1971
Interstate Bakeries Corporation	United States	RICH CREATIONS	1,613,113	09-11-1990
Interstate Bakeries Corporation <sup>1</sup>	United States	RING DING JR.	1,158,278	06-23-1981
Interstate Bakeries Corporation	United States	RING DINGS	2,135,949	02-10-1998
Interstate Bakeries Corporation	United States	ROMANY	736,130	08-14-1962
Interstate Bakeries Corporation	United States	SAP'S	781,832	12-15-1964
Interstate Bakeries Corporation	United States	SAP'S (STYLIZED)	1,173,497	10-13-1981
Interstate Bakeries Corporation	United States	SAP'S FRESH FROM THE DONUT MILL (STYLIZED)	1,173,498	10-13-1981
Interstate Bakeries Corporation	United States	SILVERCUP DUTCH OVEN	699,100	06-07-1960
Interstate Bakeries Corporation	United States	SLICED BUTTERNUT WHITE BREAD AND DESIGN	543,840	06-12-1951
Interstate Bakeries Corporation	United States	SNACK ZONE	2,976,317	07-26-2005
Interstate Bakeries Corporation	United States	SNACK ZONE	3,051,954	01-31-2006

<sup>5</sup> Security interest granted by prior trademark owner Culinar Inc. (Canadian corp.) to Fiducie Desjardins Inc. (Canadian corp.) dated 11/18/1994 and recorded 12/20/1994 at Reel/Frame: 1273/0046.

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation	United States	SNACKIN' ATTITUDE	1,677,796	03-03-1992
Interstate Bakeries Corporation	United States	SNACKIN' DUDE	1,677,795	03-03-1992
Interstate Bakeries Corporation	US Federal	SNO BALLS	2,316,836	02-08-2000
Interstate Bakeries Corporation	United States	STANDISH FARMS	1,198,991	06-22-1982
Interstate Bakeries Corporation <sup>3</sup>	United States	SUNNY DOODLES	927,855	01-25-1972
Interstate Bakeries Corporation	United States	SUZY Q'S	738,321	09-25-1962
Interstate Bakeries Corporation <sup>6</sup>	United States	SWEET 16	1,420,306	12-09-1986
Interstate Bakeries Corporation	United States	SWEET SIXTEEN	1,809,398	12-07-1993
Interstate Bakeries Corporation	United States	SWEETHEART	801,976	01-11-1966
Interstate Bakeries Corporation	United States	SWEETHEART AND LACE HEART DESIGN	900,873	10-13-1970
Interstate Bakeries Corporation	United States	T DESIGN	720,086	08-15-1961
Interstate Bakeries Corporation	United States	THE BREAD AISLE WILL NEVER BE THE SAME	3,074,804	03-28-2006
Interstate Bakeries Corporation	United States	THE FLAVOR OF NEW ENGLAND & Design	1,314,880	01-15-1985
Interstate Bakeries Corporation	United States	THE FUEL OF AMERICA'S RACE FANS	2,843,564	05-18-2004
Interstate Bakeries Corporation	United States	THE ULTIMATE SNACK	1,602,630	06-19-1990
Interstate Bakeries Corporation	United States	THE WORLD'S FINEST	738,837	10-02-1962
Interstate Bakeries Corporation <sup>2</sup>	United States	TOSCANA	1,563,604	10-31-1989
Interstate Bakeries Corporation	United States	TWINKIE THE KID AND DESIGN	1,040,186	05-25-1976
Interstate Bakeries Corporation	United States	TWINKIES	717,273	06-20-1961
Interstate Bakeries Corporation	United States	WEBER'S (STYLIZED)	521,717	03-07-1950

<sup>6</sup> Assigned by Parco Foods, Inc. (Illinois corp.) to Interstate Brands Company-Licensing Co. (Delaware corp.) on 9/25/1992. Nevertheless Parco Foods, LLC (presumably a company related to the prior owner) granted a security interest to Associated Bank Chicago (Illinois association) on 4/30/2002, which was recorded 6/10/2002 at Reel/Frame: 2515/0974.

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation	United States	WEBER'S AND LACE OVAL DESIGN	642,408	03-05-1957
Interstate Bakeries Corporation	United States	WE'RE ALWAYS BAKING SOMETHING GOOD	1,465,728	11-17-1987
Interstate Bakeries Corporation	United States	WHEAT YOU WANT, THE	2,091,104	08-26-1997
Interstate Bakeries Corporation	United States	WHERE QUALITY MAKES ITSELF AT HOME	1,651,204	07-16-1991
Interstate Bakeries Corporation	United States	WHITE BREAD FANS	3,493,873	08-26-2008
Interstate Bakeries Corporation	United States	WHITE GRAIN	1,806,898	11-23-1993
Interstate Bakeries Corporation	United States	WONDER	215,188	07-13-1926
Interstate Bakeries Corporation	United States	WONDER	776,291	09-01-1964
Interstate Bakeries Corporation	United States	WONDER	1,695,479	06-16-1992
Interstate Bakeries Corporation	United States	WONDER	732,800	06-12-1962
Interstate Bakeries Corporation	United States	WONDER AND ARCH LOGO DESIGN	3,256,393	06-26-2007
Interstate Bakeries Corporation	United States	WONDER AND BALLOON DESIGN	2,013,047	11-05-1996
Interstate Bakeries Corporation	United States	WONDER AND BALLOON DESIGN	1,874,079	01-17-1995
Interstate Bakeries Corporation	United States	WONDER AND BALLOON DESIGN	1,665,998	11-26-1991
Interstate Bakeries Corporation	United States	WONDER and Design Design	1,818,543	01-25-1994
Interstate Bakeries Corporation	United States	WONDER AND NEW BALLOON DESIGN	3,256,410	06-26-2007
Interstate Bakeries Corporation	United States	WONDER KIDS	1,772,507	05-18-1993
Interstate Bakeries Corporation	United States	WONDER MINUTE BAKER	1,699,909	07-07-1992
Interstate Bakeries Corporation	United States	YANKEE DOODLES	2,134,518	02-03-1998
Interstate Bakeries Corporation <sup>3</sup>	United States	YANKEE DOODLES (STYLIZED)	535,134	12-26-1950
Interstate Bakeries Corporation	United States	YANKEEDOODLES (STYLIZED)	2,135,950	02-10-1998
Interstate Bakeries Corporation <sup>3</sup>	United States	YODELS	896,105	08-04-1970
Interstate Bakeries Corporation	United States	ZINGERS	1,001,315	01-07-1975

The following U.S. trademark registrations are subsisting, but are about to expire and will not be renewed:

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation	United States	A WEBER'S VARIETY BREAD	669,675	11-11-1958 Renewal past due; grace period ends 5/11/2009
Interstate Bakeries Corporation	United States	BIG DELIGHT	1,096,203	07-11-1978 Renewal past due; grace period ends 1/11/2009
Interstate Bakeries Corporation	United States	BREAKFAST BAKE SHOP	1,107,451	11-28-1978 Expires 11/28/2008; grace period ends 5/28/2009
Interstate Bakeries Corporation	United States	CHAUNCY	1,100,298	8/22/1978 Renewal past due; grace period ends 2/22/2009
Interstate Bakeries Corporation	United States	DOLLY (AND DESIGN)	2,700,741	03-25-2003 Expires 3/25/09; grace period ends 9/25/09
Interstate Bakeries Corporation	United States	FARM CREST BUTTERMAID	858,024	10-01-1968 Renewal past due; grace period ends 4/1/2009
Interstate Bakeries Corporation	United States	HEAVENLY LOAF	862,090	12-17-1968 Renewal past due; grace period ends 6/16/09
Interstate Bakeries Corporation	United States	HOSTESS	1,503,180	09-06-1988 Renewal past due; grace period ends 3/6/2009
Interstate Bakeries Corporation	United States	HOSTESS AND KIDS THEY GO TOGETHER	1,096,917	07-18-1978 Renewal past due; grace period ends 1/18/2009

Interstate Bakeries Corporation	United States	HOSTESS LEOPARDS	2,611,146	08-27-2002 Affidavit of Continued Use past due; grace period ends 2/27/2009
Interstate Bakeries Corporation	United States	KEEP 'EM HOME FOR BREAKFAST WITH HOSTESS	1,100,300	08-22-1978 Renewal past due; grace period ends 2/22/2009
Interstate Bakeries Corporation	United States	LIFESTYLE	1,106,791	11-21-1978 Expires 11/21/2008; grace period ends 5/21/2009
Interstate Bakeries Corporation	United States	OATMEAL GOODNESS	1,502,393	08-30-1988 Renewal past due; grace period ends 2/28/09
Interstate Bakeries Corporation	United States	OATMEAL GOODNESS BREAD AND DESIGN	1,551,169	08-08-1989 Expires 8/8/09; grace period ends 2/8/10
Interstate Bakeries Corporation <sup>4</sup>	United States	RING DING	669,059	10-28-1958 Renewal past due; grace period ends 4/28/2009
Interstate Bakeries Corporation	United States	ROUND THE CLOCK	881,794	12-02-1969 Expires 12/2/09; grace period ends 6/2/10
Interstate Bakeries Corporation	United States	SKAGIT VALLEY FARMS	2,302,285	12-21-1999 Expires 12/21/09; grace period ends 6/21/10
Interstate Bakeries Corporation <sup>2</sup>	United States	TOSCANA A FAMILY TRADITION SINCE 1895 AND DESIGN	1,566,213	11-14-1989 Expires 11/14/09; grace period ends 5/14/10
Interstate Bakeries Corporation	United States	YAKIMA VALLEY FARMS	2,302,283	12-21-1999 Expires 12/21/09; grace period ends 6/21/10

Interstate Bakeries Corporation	United States	ZINGER ZAPPER!	1,096,907	07-18-1978 Renewal past due; grace period ends 1/18/2009
Interstate Bakeries Corporation	United States	DONETTE GEMS	1,094,653	06-27-1978 Expires 12/21/09; grace period ends 2/6/2009

The following U.S. trademark registrations are no longer in use by the Company and have renewal dates that have passed, although the USPTO online records still show these marks as active:

Record Owner	Country	Trademark	Registr. No.	Reg. Date
Interstate Bakeries Corporation	United States	BAHAMA	771,547	06-16-1964 Renewal past due; grace period ended in 2004
Interstate Bakeries Corporation	United States	DEVIL DOGS (STYLIZED)	226,218	04-05-1927 Renewal past due; grace period ended 4/10/2007
Interstate Bakeries Corporation	United States	OLD ALLEGHENY	1,488,720	05-17-1988 Renewal past due; grace period ended 11/17/2008
Interstate Bakeries Corporation	United States	SILVER CUP AND DESIGN	216,160	08-03-1926 Renewal past due; grace period ended 2/3/2007
Interstate Bakeries Corporation	United States	DANISH VILLAGE	851,985	07-02-1968 Renewal past due; grace period ended 1/6/2009

## Part II – Trademark Applications

Record Owner	Country	Trademark	App. No.	App. Date
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Record Owner	Country	Trademark	App. No.	App. Date
Interstate Bakeries Corporation	Canada	DOLLY DOLLY MADISON BAKERY & Design	1363933	09-17-2007
Interstate Bakeries Corporation	Canada	DONUT GEMS	1403944	07-18-2008
Interstate Bakeries Corporation	Canada	NATURE'S CHOICE	1382641	02-12-2008
Interstate Bakeries Corporation	Canada	NATURE'S PRIDE	1382640	02-12-2008
Interstate Brands Corporation	Malaysia	TWINKIES	92/01920	03-25-1992
Interstate Brands Corporation	Malaysia	WONDER & BALLOON DESIGN	94/09547	10-19-1994
Interstate Bakeries Corporation	Mexico	DOLLY DOLLY MADISON BAKERY & Design	885430	09-27-2007
Interstate Bakeries Corporation	Mexico	NATURE'S CHOICE	913535	02-13-2008
Interstate Bakeries Corporation	Mexico	NATURE'S PRIDE	913534	02-13-2008
Continental Baking Company	Nigeria	HO HOS	8492	01-06-1990
Continental Baking Company	Nigeria	HOSTESS	8490	01-06-1990
Continental Baking Company	Nigeria	TWINKIES	8491	01-06-1990
Interstate Brands Corporation	Philippines	WONDER	4-1992- 083605	11-27-1992
Interstate Brands Corporation	Trinidad & Tobago	HOSTESS	34810	03-12-2004
Interstate Bakeries Corporation	United States	COUNTY FAIR and Design	77/627,421	12/05/2008
Interstate Bakeries Corporation	United States	DESIGN (Twinkie the Kid)	77/563,818	09-05-2008
Interstate Bakeries Corporation	United States	DESIGN (Twinkie the Kid on a Twinkie)	77/364,688	01-04-2008
Interstate Bakeries Corporation	United States	DING DONGS	77/326,995	11-12-2007
Interstate Bakeries Corporation	United States	DUNKIN' STIX	77/366,320	01-08-2008
Interstate Bakeries Corporation	United States	HO HOS	77/326,301	11-09-2007
Interstate Bakeries Corporation	United States	HOSTESS & Heart Design	77/325,871	11-09-2007
Interstate Bakeries Corporation	United States	JUST BAKED TASTE	77/273,544	09-06-2007
Interstate Bakeries Corporation	United States	NATURE'S PRIDE	77/248,624	08-07-2007

<sup>7</sup> The Company intends to abandon this application.

Record Owner	Country	Trademark	App. No.	App. Date
Interstate Bakeries Corporation	United States	NATURE'S PRIDE	77/646,319	01-09-2009
Interstate Bakeries Corporation	United States	NOTHING LESS THAN 100%	77/638,111	12-22-2008
Interstate Bakeries Corporation	United States	PECAN ROLLERS	77/393,643	02-11-2008
Interstate Bakeries Corporation	United States	SNO BALLS	77/327,483	11-12-2007
Interstate Bakeries Corporation	United States	SOFT. DELICIOUS. NUTRITIOUS.	77/393,642	02-11-2008
Interstate Bakeries Corporation	United States	SUZY Q'S	77/327,318	11-12-2007
Interstate Bakeries Corporation	United States	THAT'S OUR PROMISE. THAT'S OUR PRIDE.	77/654,332	01-22-2009
Interstate Bakeries Corporation	United States	THE TASTE THAT SATISFIES	77/645,884	01-08-2009
Interstate Bakeries Corporation	United States	TWINKIE BITES	77/519,972	07-11-2008
Interstate Bakeries Corporation	United States	TWINKIES	77/326,054	11-09-2007
Interstate Bakeries Corporation	United States	ZINGERS	77/327,078	11-12-2007
Interstate Bakeries Corporation	United States	WONDER and Design	77/619,862	11-21-2008
Interstate Bakeries Corporation	Venezuela	TWINKIES	22016/90	12-14-1990

### Part III – Foreign Trademarks<sup>8</sup>

Record Owner	Country	Trademark	Registr.No.	Reg.Date
Continental Baking Company (Information to update the records to reflect Interstate Bakeries Corporation as owner have been submitted to Algerian counsel.)	Algeria	DING DONGS	49292	07-31-1995
Continental Baking Company (Information to update the records to reflect Interstate Bakeries Corporation as owner have been submitted to Algerian counsel.)	Algeria	HO HOS & Design	49291	07-31-1995

<sup>8</sup> Foreign registrations are subsisting but may not be in use and may be vulnerable to cancellation by third parties for non-use

Record Owner	Country	Trademark	Registr.No.	Reg.Date
Continental Baking Company (Information to update the records to reflect Interstate Bakeries Corporation as owner have been submitted to Algerian counsel.)	Algeria	HOSTESS	49293	07-31-1995
Continental Baking Company (Information to update the records to reflect Interstate Bakeries Corporation as owner have been submitted to Algerian counsel.)	Algeria	HOSTESS & HEART DESIGN	49294	07-31-1995
Continental Baking Company (Information to update the records to reflect Interstate Bakeries Corporation as owner have been submitted to Algerian counsel.)	Algeria	SUZY QS	49290	07-31-1995
Continental Baking Company (Information to update the records to reflect Interstate Bakeries Corporation as owner have been submitted to Algerian counsel.)	Algeria	TWINKIES	49289	07-31-1995
Interstate Brands Company - Licensing Co. <sup>9</sup>	Bahamas	BLUE RIBBON	17,449	06-15-95
Interstate Brands Company - Licensing Co. <sup>9</sup>	Bahamas	DOLLY MADISON	17,447	06-15-95
Continental Baking Company	Bahamas	HOSTESS	5208	08-01-1967
Interstate Brands Company - Licensing Co. <sup>9</sup>	Bahamas	MICKY CAKES	17,448	05-13-1996
Continental Baking Company	Bahamas	TWINKIES	13897	03-07-1990
Continental Baking Company	Bahamas	WONDER	5207	08-01-1967
Interstate Brands Corporation	Bahrain	DING DONGS	18132	07-27-1996
Interstate Brands Corporation	Bahrain	DING DONGS (Arabic)	18131	07-27-1996
Interstate Brands Corporation	Bahrain	HO HOS (English)	18126	07-27-1996
Interstate Brands Corporation	Bahrain	HO HOS (Arabic)	18125	07-27-1996
Interstate Brands Corporation	Bahrain	HOSTESS	18130	07-27-1996
Interstate Brands Corporation	Bahrain	HOSTESS (Arabic)	18129	07-27-1996
Interstate Brands Corporation	Bahrain	HOSTESS & HEART DESIGN	18127	07-27-1996
Interstate Brands Corporation	Bahrain	HOSTESS & HEART DESIGN (Arabic)	18128	07-27-1996
Interstate Brands Corporation	Bahrain	SUZY Q'S (English)	18135	07-27-1996

<sup>9</sup> Interstate Brands Company - Licensing Co. merged into Interstate Brands Corporation, but the merger has not been recorded.

Record Owner	Country	Trademark	Registr.No.	Reg.Date
Interstate Brands Corporation	Bahrain	SUZY Q'S (Arabic)	18136	07-27-1996
Interstate Brands Corporation	Bahrain	TIGER TAILS	18282	07-27-1996
Interstate Brands Corporation	Bahrain	TIGER TAILS (Arabic)	23167	05-02-2001
Interstate Brands Corporation	Bahrain	TWINKIES (Arabic)	18134	07-27-1996
Interstate Brands Corporation	Bahrain	TWINKIES (English)	18133	07-27-1996
Interstate Brands Corporation	Bermuda	HOMEPRIDE	8166	08-31-1977
Interstate Brands Corporation	Bermuda	HOSTESS	8167	08-31-1977
Interstate Brands Corporation	Bermuda	TWINKIES	21077	01-15-1977
Interstate Brands Corporation	Bermuda	WONDER	8256	08-02-1978
Interstate Brands Corporation	Brazil	MRS. CUBBISON'S	819996530	09-28-1999
Interstate Brands Corporation	Canada	BROWNIE BITES	TMA415,578	08-20-1993
Interstate Bakeries Corporation	Canada	COLOMBO OAKLAND SAN FRANCISCO "BAY AREA'S FINEST" AND DESIGN	TMA352,014	02-24-1989
Interstate Brands Corporation	Canada	PARISIAN AND DESIGN (will be expunged for non- use)	TMA332,439	09-25-1987
Interstate Brands Corporation	Canada	BLUE RIBBON & DESIGN	TMA485,993	11-20-1997
Interstate Brands Corporation	Canada	COUNTESS	TMA462,464	08-30-96
Interstate Bakeries Corporation	Canada	DEVIL DOGS	TMA444,060	06-16-1995
Interstate Brands Corporation	Canada	DOLLY MADISON BAKERY AND DESIGN	335075	12-11-1987
Interstate Bakeries Corporation	Canada	DRAKE'S AND DESIGN (DRAKE ON RIBBON)	TMA456,287	03-29-1996
Interstate Brands Corporation	Canada	MRS. CUBBISON'S	414928	07-23-1993
Interstate Bakeries Corporation	Canada	PASTRY PICK-M-UPS (WORD MARK)	TMA386,200	06-28-1991
Interstate Bakeries Corporation	Canada	PASTRY PICK-M-UPS AND DESIGN	TMA393,475	01-31-1992
Interstate Bakeries Corporation	Canada	RING DING (WORD MARK)	TMA432,635	09-02-1994
Interstate Bakeries Corporation	Canada	SUNNY DOODLES	TMA444,061	6/16/95
Interstate Bakeries Corporation	Canada	ZINGERS	TMA709507	03-14-2008
Interstate Brands Corporation	Chile	HOSTESS	No.579534	10/19/2000
Continental Baking Company	Colombia	CHOCO-LICIOUS	242575	07-24-2001
Interstate Bakeries Corporation	Colombia	DING DONGS	202338	07-22-1997
Interstate Brands Corporation	Colombia	HO HOS & Design (Class 30)	182882	10-24-1995
Interstate Brands Corporation	Colombia	HO HOS (Class 31)	209979	09-29-1995
Interstate Bakeries Corporation	Colombia	HOSTESS	305858	09-21-2005
Interstate Bakeries Corporation	Colombia	HOSTESS & Heart Design	305849	09-21-2005

Record Owner	Country	Trademark	Registr.No.	Reg.Date
Interstate Bakeries Corporation	Colombia	SNO-BALLS	305850	09-21-2005
Continental Baking Company	Colombia	TWINKIES	246798	12-13-2001
Interstate Bakeries Corporation	Colombia	WONDER	212311	07-01-1998
Continental Baking Company	Colombia	WONDER & Balloon Design	260626	05-15-2002
Interstate Brands Corporation	Costa Rica	HOSTESS & HEART DESIGN	122842	11-16-2000
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	HOSTESS	98729	08-15-1998
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	WONDER	55238	11-15-1992
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	BEEFSTEAK RYE	89327	04-15-1997
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	BREAD DU JOUR	88256	02-15-1997
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	HO HOS & DESIGN	88273	02-15-1997
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	HOMEPRIDE & DESIGN	98720	08-15-1998
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	HOSTESS AND HEART DESIGN	99,333	09-15-98
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	KING DONS	88275	02-15-1997
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	SNOBALLS	88272	02-15-1997
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	SUZY QS	88274	02-15-1997
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	TWINKIES	88257	02-15-1997
Interstate Brands Company - Licensing Co. <sup>9</sup>	Dominican Republic	WONDER AND BALLOON DESIGN	110034	01-15-2000
Continental Baking Company (Update of records to reflect Interstate Bakeries Corporation as owner are in process.)	Ecuador	TUINKY	013-98	01-15-1998
Interstate Bakeries Corporation	Ecuador	WONDER	2831-95	10-23-1995
Interstate Brands Corporation	Egypt	DING DONGS	83506	04-12-1995
Interstate Brands Corporation	Egypt	DING DONGS (Arabic)	92616	01-21-1998
Interstate Brands Corporation	Egypt	HO HOS	83507	07-20-1996
Interstate Brands Corporation	Egypt	HO HOS (Arabic)	92620	01-21-1998
Interstate Brands Corporation	Egypt	HOSTESS	83818	04-12-1995
Interstate Brands Corporation	Egypt	HOSTESS & DESIGN (Arabic)	92618	01-21-1998

Record Owner	Country	Trademark	Registr.No.	Reg.Date
Interstate Brands Corporation	Egypt	HOSTESS & HEART DESIGN	84089	04-12-1995
Interstate Brands Corporation	Egypt	HOSTESS & HEART DESIGN (Arabic)	92619	01-21-1998
Interstate Brands Corporation	Egypt	SUZY Q'S	83508	10-01-1997
Interstate Brands Corporation	Egypt	SUZY Q'S (Arabic)	92617	06-10-1999
Interstate Brands Corporation	Egypt	TWINKIES	83509	10-12-1996
Interstate Brands Corporation	Egypt	TWINKIES (Arabic)	92615	N/A
Interstate Brands Corporation	El Salvador	HOSTESS	114 Book 142	10-26-2001
Interstate Brands Corporation	El Salvador	TWINKY	231 Book 65	02-22-1977
Interstate Brands Corporation	European Community Trademark	HOSTESS	1662907	07-26-2001
Interstate Brands Corporation	European Community Trademark	TWINKIES	1662865	06-09-2005
Continental Baking Company	Fiji	TWINKIES	12676	07-18-1979
Interstate Brands Corporation	Guatemala	WONDER & Design	75769	05-11-1995
Interstate Brands Corporation	Israel	DING DONGS	85093	01-04-1995
Interstate Brands Corporation	Israel	DING DONGS (Arabic)	95303	07-01-1996
Interstate Brands Corporation	Israel	HO HOS & DESIGN	85092	01-04-1995
Interstate Brands Corporation	Israel	HO HOS & DESIGN (Arabic)	95305	07-01-1996
Interstate Brands Corporation	Israel	HOSTESS	75670	05-23-1993
Interstate Brands Corporation	Israel	HOSTESS (Arabic)	95301	07-01-1996
Interstate Brands Corporation	Israel	HOSTESS & HEART DESIGN (English & Arabic)	95304	07-01-1996
Interstate Brands Corporation	Israel	SUZY Q'S	85113	04-07-1995
Interstate Brands Corporation	Israel	TIGER TAILS	96245	09-04-1997
Interstate Brands Corporation	Israel	TWINKIES	75671	05-23-1993
Interstate Brands Corporation	Israel	TWINKIES (Arabic)	95302	07-01-1996
Interstate Brands Corporation	Jamaica	FIESTA	12113	09-06-1967
Interstate Brands Corporation	Jamaica	HO HOS	43022	10-10-2002
Interstate Brands Corporation	Jamaica	HOSTESS	12115	09-07-1965
Interstate Brands Corporation	Jamaica	HOSTESS & HEART DESIGN	32,286	07/07/1999
Interstate Brands Corporation	Jamaica	SNO-BALLS	12842	12-30-1967
Interstate Brands Corporation	Jamaica	SUZY Q'S	12542	12-30-1967
Interstate Brands Corporation	Jamaica	WONDER	12114	09-07-1967
Interstate Brands Corporation	Jamaica	WONDER & BALLOON DESIGN	42448	10-15-2003
Interstate Brands Corporation	Japan	EMPEROR NORTON	4078447	11-07-1997
Interstate Brands Company – Licensing Co. <sup>9</sup>	Kuwait	HO HOS AND DESIGN	51732	03-03-2003
Zoo Girl Ltd. <sup>10</sup>	Kuwait	HOSTESS	22991	N/A

<sup>10</sup> This mark was assigned to Interstate Brands Corporation but the assignment has not been recorded.

Record Owner	Country	Trademark	Registr.No.	Reg.Date
Interstate Brands Company – Licensing Co. <sup>9</sup>	Kuwait	SUZY Q'S	51733	03-03-2003
Interstate Brands Company – Licensing Co. <sup>9</sup>	Kuwait	TWINKIES	51731	03-03-2003
Continental Baking Company	Lebanon	DING DONGS (ENGLISH & ARABIC)	64459	11-26-1994
Continental Baking Company	Lebanon	HO HOS & Design	64460	11-26-1994
Continental Baking Company	Lebanon	HOSTESS & HEART DESIGN	64458	11-26-1994
Continental Baking Company	Lebanon	HOSTESS (ENGLISH & ARABIC)	64456	11-26-1994
Continental Baking Company	Lebanon	SUZY Q'S	64461	11-26-1994
Continental Baking Company	Lebanon	TIGER TAILS (English)	65249	08-03-1995
Interstate Brands Company – Licensing Co. <sup>9</sup>	Lebanon	TIGER TAILS (English & Arabic)	70565	10-31-1996
Continental Baking Company	Lebanon	TWINKIES	64457	11-26-1994
Interstate Brands Corporation	Malaysia	HOSTESS	92/01918	03-25-1992
Interstate Brands Corporation	Malaysia	HOSTESS & HEART DESIGN	92/01919	4/15/95
Interstate Brands West Corporation	Mexico	BAKER'S INN	837780	06-17-2004
Interstate Bakeries Corporation	Mexico	BASEBALLS	1014319	11-28-2007
Interstate Brands Corporation	Mexico	BLUE RIBBON	421873	09-14-1992
Interstate Brands Corporation	Mexico	COUNTESS	416740	06-22-1992
Interstate Brands Corporation	Mexico	COUNTY FAIR	417934	07-02-1992
Interstate Brands Corporation	Mexico	DAFFODIL FARMS	417932	07-12-1992
Interstate Brands Corporation	Mexico	DESIGN (GINGHAM)	425712	11-18-1992
Interstate Brands Corporation	Mexico	DOLLY MADISON	479,091	11-10-1994
Interstate Brands Corporation	Mexico	DOLLY	484,398	02-24-1995
Interstate Brands Corporation	Mexico	DOLLY MADISON BAKERY AND DESIGN	764142	07-25-2002
Interstate Brands West Corporation	Mexico	DRAKE'S	668581	08-28-2000
Interstate Brands Corporation	Mexico	HO HOS & DESIGN	455444	ss03-28-1994
Interstate Brands Corporation	Mexico	HOSTESS & DESIGN	1047599	06-30-2008
Interstate Brands Corporation	Mexico	HOSTESS & HEART DESIGN	400083	09-27-1991
Interstate Brands Corporation	Mexico	MILLBROOK	419624	08-10-1992
Interstate Bakeries Corporation	Mexico	MRS. CUBBISON'S	874407	03-30-2005
Interstate Brands Corporation	Mexico	WEBER'S	707663	07-27-2001
Continental Baking Company	Morocco	DING DONGS	56005	02-24-1995
Continental Baking Company	Morocco	HO HOS & DESIGN	56004	02-24-1995
Continental Baking Company	Morocco	HOSTESS	56001	02-24-1995
Continental Baking Company	Morocco	HOSTESS & HEART DESIGN	56002	02-24-1995
Continental Baking Company	Morocco	TWINKIES	56003	02-24-1995

Record Owner	Country	Trademark	Registr.No.	Reg.Date
Continental Baking Company	Morocco (Tangiers Zone)	DING DONGS	10460	06-16-1995
Continental Baking Company	Morocco (Tangiers Zone)	HO HOS	10459	06-16-1995
Continental Baking Company	Morocco (Tangiers Zone)	HOSTESS	10456	06-16-1995
Continental Baking Company	Morocco (Tangiers Zone)	HOSTESS AND HEART DESIGN	10457	06-16-1995
Continental Baking Company	Morocco (Tangiers Zone)	SUZY QS	12607	10-31-1997
Continental Baking Company	Morocco (Tangiers Zone)	TWINKIES	10458	06-16-1995
Interstate Brands Corporation	New Zealand	TWINKIES	171306	12/21/1990
Interstate Brands Corporation	Oman	DING DONGS (Latin & Arabic)	10558	10-21-2001
Interstate Brands Corporation	Oman	HO HOS (Latin & Arabic)	10559	10-21-2001
Interstate Brands Corporation	Oman	HOSTESS & HEART DESIGN (Latin & Arabic)	10555	01-26-2003
Interstate Brands Corporation	Oman	HOSTESS (Latin & Arabic)	10554	03-26-2003
Interstate Brands Corporation	Oman	SUZY Q'S (Latin & Arabic)	10557	01-26-2003
Interstate Brands Corporation	Oman	TIGER TAILS	10774	10-21-2001
Interstate Brands Corporation	Oman	TIGER TAILS (Arabic)	16594	10-13-2002
Interstate Brands Company – Licensing Co. <sup>9</sup>	Panama	HO HOS & DESIGN	80075	06-02-1997
Interstate Brands Company – Licensing Co. <sup>9</sup>	Panama	HOME PRIDE	80079	06-02-1997
Continental Baking Company	Panama	HOSTESS	11932	02-12-1970
Interstate Brands Company – Licensing Co. <sup>9</sup>	Panama	SUZY Qs	80076	06-02-1997
Continental Baking Company (Update of records to reflect Interstate Bakeries Corporation as owner are in process.)	Panama	TUINKY	22206	02-23-1978
Continental Baking Company	Panama	TWINKIES	053765	08-29-1991
Interstate Brands Corporation	Panama	WONDER	80078	01-25-2000
Interstate Brands Corporation	Puerto Rico	BLUE RIBBON & DESIGN	41,815	10-19-1999
Interstate Brands Corporation	Puerto Rico	DOLLY MADISON	41,813	10-19-1999
Interstate Brands Company – Licensing Co. <sup>9</sup>	Puerto Rico	HO HOs	38,454	07-16-1997
Interstate Brands Corporation	Puerto Rico	HOMEPRIDE & DESIGN	38,450	07-09-1997
Interstate Brands Corporation	Puerto Rico	HOSTESS	38,449	07-09-1997

Record Owner	Country	Trademark	Registr.No.	Reg. Date
Interstate Brands Corporation	Puerto Rico	HOSTESS	38,448	07-09-1997
Interstate Brands Corporation	Puerto Rico	SUZY Q's	38,453	07-16-1997
Interstate Brands Corporation	Puerto Rico	TWINKIES	38,451	07-16-1997
Interstate Brands Corporation	Puerto Rico	WONDER	38,447	07-09-1997
Continental Baking Company	Qatar	TIGER TAILS	12610	06-23-2001
Interstate Brands Corporation	Russian Federation	DING DONGS	183542	01-18-2000
Interstate Brands Corporation	Russian Federation	HO HOS & DESIGN	192088	08-08-2000
Interstate Brands Corporation	Russian Federation	TWINKIES	188521	03-06-2000
Interstate Bakeries Corporation	Saudi Arabia	BREAKFAST BAKE SHOP & DESIGN	309/97	10-11-1992
Interstate Bakeries Corporation	Saudi Arabia	DING DONGS	309/94	10-11-1992
Interstate Bakeries Corporation	Saudi Arabia	DING DONGS (Arabic)	309/95	10-11-1992
Interstate Bakeries Corporation	Saudi Arabia	HO HOS & DESIGN (Latin & Arabic)	309/98	10-11-1992
Interstate Bakeries Corporation	Saudi Arabia	HOSTESS (Arabic)	373/70	10-17-1994
Interstate Bakeries Corporation	Saudi Arabia	HOSTESS & HEART DESIGN	312/87	10-01-1992
Interstate Bakeries Corporation	Saudi Arabia	HOSTESS & HEART DESIGN (Arabic)	312/88	10-01-1992
Interstate Bakeries Corporation	Saudi Arabia	SUZY Q'S (Latin & Arabic)	309/96	10-11-1992
Interstate Bakeries Corporation	Saudi Arabia	TIGER TAILS	366/30	01-14-1995
Interstate Bakeries Corporation	Saudi Arabia	TIGER TAILS (Arabic)	553/100	10-05-1997
Interstate Bakeries Corporation	Saudi Arabia	TWINKIES	366/54	06-28-1994
Interstate Bakeries Corporation	Saudi Arabia	TWINKIES (Arabic)	373/71	10-17-1994
Interstate Bakeries Corporation	Saudi Arabia	WONDER	366/55	06-28-1994
Continental Baking Company	South Korea	HOSTESS	4001349799/0000	11/11/1996
Continental Baking Company (Update of records to reflect Interstate Bakeries Corporation as owner are in process )	Trinidad & Tobago	DING DONGS	20134	10-03-1994
Continental Baking Company (Update of records to reflect Interstate Bakeries Corporation as owner are in process.)	Trinidad & Tobago	HO HOS & Design	20131	10-03-1994

Record Owner	Country	Trademark	Registr.No.	Reg.Date
Continental Baking Company (Update of records to reflect Interstate Bakeries Corporation as owner are in process.)	Trinidad & Tobago	SNO BALLS	20130	10-03-1994
Continental Baking Company	Tunisia	DING DONGS (ARABIC)	EE950151	02-08-1995
Continental Baking Company	Tunisia	DING DONGS (ENGLISH)	EE950145	02-08-1995
Continental Baking Company	Tunisia	HO HOS (ARABIC)	EE950150	02-08-1995
Continental Baking Company	Tunisia	HO HOS (ENGLISH)	EE950144	02-08-1995
Continental Baking Company	Tunisia	HOSTESS (ARABIC)	EE950147	02-08-1995
Continental Baking Company	Tunisia	HOSTESS (ENGLISH)	EE950141	02-08-1995
Continental Baking Company	Tunisia	HOSTESS & HEART DESIGN (ARABIC)	EE950148	02-08-1995
Continental Baking Company	Tunisia	HOSTESS & HEART DESIGN (ENGLISH)	EE950142	02-08-1995
Continental Baking Company	Tunisia	SUZY QS (ARABIC)	EE950152	02-08-1995
Continental Baking Company	Tunisia	SUZY QS (ENGLISH)	EE950146	02-08-1995
Continental Baking Company	Tunisia	TWINKIES (ARABIC)	EE950149	02-08-1995
Continental Baking Company	Tunisia	TWINKIES (ENGLISH)	EE950143	02-08-1995
Continental Baking Company	Tunisia	WONDER	EE950905	06-28-1995
Interstate Brands Corporation	Turkey	HOSTESS	62069 (renewed as 103666)	05-02-1978
Interstate Brands Corporation	Turkey	TWINKIES	62262 (renewed as 105371)	08-21-1978
Interstate Brands Corporation	Turkey	WONDER	62330 (renewed as 103667)	05-02-1978
Continental Baking Company	United Arab Emirates	HO HOS & DESIGN	9524	03-15-1997
Continental Baking Company	United Arab Emirates	HO HOS & DESIGN (Arabic)	9525	03-15-1997
Continental Baking Company	United Arab Emirates	HOSTESS & HEART DESIGN	9129	03-08-1997
Continental Baking Company	United Arab Emirates	HOSTESS & HEART DESIGN (Arabic)	9521	03-15-1997
Continental Baking Company	United Arab Emirates	TWINKIES	9522	03-15-1997
Continental Baking Company	United Arab Emirates	TWINKIES (Arabic)	9523	03-15-1997
Continental Baking Company	United Kingdom	HOHO'S	1011320	05-08-1974
Continental Baking Company	United Kingdom	TWINKIE	571734	10-21-1936
Continental Baking Company	United Kingdom	TWINKIES	1011321	11/30/1977

Record Owner	Country	Trademark	Registr.No.	Reg.Date
Interstate Bakeries Corporation	Venezuela	HOSTESS	P176535	06-05-1995

The following foreign registrations are subsisting, but will not be renewed:

Continental Baking Company	Philippines	DING DONGS	41995100055	12/14/1999
Continental Baking Company	Philippines	HOHOS	41994098723	12/13/2002

#### Part IV – Copyrights

##### 1. Copyright Registrations

Registrant	Title	Reg. No.	Date
Interstate Bakeries Corporation	Twinkies Cookbook	TX0006376558	2006
Interstate Bakeries Corporation	Wonder Bread Cookbook	TX0006576718	2007

##### 2. Copyright Applications

None.

#### Part V – Patents

##### 1. Patents

None.

##### 2. Patent Applications

None.

#### Part VI – Domain Names

Domain Name	Registrant
bakersinnbread.com	INTERSTATE BRANDS CORPORATION
bakersinnbreads.biz	IBC Bakery Outlets <sup>11</sup>
bakersinnbreads.com	IBC Bakery Outlets <sup>11</sup>
bakersinnbreads.info	IBC Bakery Outlets <sup>11</sup>
bakersinnbreads.net	IBC Bakery Outlets <sup>11</sup>
bakersinnbreads.org	IBC Bakery Outlets <sup>11</sup>
bakersinnbreads.us	IBC Bakery Outlets <sup>11</sup>
bakeryoutlet.biz	INTERSTATE BRANDS CORPORATION
bakeryoutlet.info	INTERSTATE BRANDS CORPORATION

<sup>11</sup> This domain name is registered in the name of the Company's retail outlets. The Company is working to transfer this domain name into the name of Interstate Brands Corporation.

bakeryoutlet.net  
 bakeryoutlet.org  
 bakeryoutlet.us  
 bakeryoutlets.biz  
 bakeryoutlets.com  
 bakeryoutlets.info  
 bakeryoutlets.net  
 bakeryoutlets.org  
 bakeryoutlets.us  
 bakerythriftstore.biz  
 bakerythriftstore.com  
 bakerythriftstore.info  
 bakerythriftstore.net  
 bakerythriftstore.org  
 bakerythriftstore.us  
 beefsteak.us  
 beefsteakbreads.com  
 braunsbreads.biz  
 braunsbreads.com  
 braunsbreads.info  
 braunsbreads.net  
 braunsbreads.org  
 braunsbreads.us  
 breaddujour.biz  
 breaddujour.org  
 breaddujour.us  
 butternut.biz  
 butternut.com  
 butternut.info  
 butternutbakeryoutlets.biz  
 butternutbakeryoutlets.com  
 butternutbakeryoutlets.info  
 butternutbakeryoutlets.net  
 butternutbakeryoutlets.org  
 butternutbakeryoutlets.us  
 butternutbreads.biz  
 butternutbreads.com  
 butternutbreads.info  
 butternutbreads.net  
 butternutbreads.org  
 butternutbreads.us  
 captaincupcake.biz  
 captaincupcake.com  
 captaincupcake.info  
 captaincupcake.net

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 INTERSTATE BRANDS CORPORATION  
 Kara Krehbiel<sup>12</sup>  
 INTERSTATE BRANDS CORPORATION  
 INTERSTATE BRANDS CORPORATION

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<sup>12</sup> This domain name is registered in the name of the website host (or the host's employee) on behalf of the Company or its Subsidiaries. The Company is working to effectuate transfer of this domain name into the name of Interstate Brands Corporation.

captaincupcake.org  
 captaincupcake.us  
 cottonsholsumbreads.biz  
 cottonsholsumbreads.com  
 cottonsholsumbreads.info  
 cottonsholsumbreads.net  
 cottonsholsumbreads.org  
 cottonsholsumbreads.us  
 dingdongs.biz  
 dingdongs.com  
 dingdongs.info  
 dingdongs.org  
 dingdongs.us  
 dollymadison.biz  
 dollymadison.com  
 dollymadison.info  
 dollymadison.org  
 dollymadison.us  
 dollymadisonbakeryoutlets.com  
 dollymadisonbakeryoutlets.net  
 drakesbakeryoutlets.com  
 drakescake.biz  
 drakescake.com  
 drakescake.info  
 drakescake.net  
 drakescake.org  
 drakescake.us  
 eddysbakeryoutlets.biz  
 eddysbakeryoutlets.com  
 eddysbakeryoutlets.info  
 eddysbakeryoutlets.net  
 eddysbakeryoutlets.org  
 eddysbakeryoutlets.us  
 eddysbreads.biz  
 eddysbreads.com  
 eddysbreads.info  
 eddysbreads.net  
 eddysbreads.org  
 eddysbreads.us  
 goodhearth.biz  
 goodhearth.info  
 goodhearth.net  
 goodhearth.org  
 goodhearth.us  
 hohos.biz  
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 hohos.us

INTERSTATE BRANDS CORPORATION  
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holsumbakeryoutlets.biz  
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 homepride.us  
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 hostessbakeryoutlets.biz  
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 hostessbakeryoutlets.us  
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 hostesscakes.us  
 hostesscupcake.com  
 hostesscupcakes.biz  
 hostesscupcakes.com  
 hostesscupcakes.info  
 hostesscupcakes.net  
 hostesscupcakes.org  
 hostesscupcakes.us  
 hostesstwinkies.com  
 hostesstwinkies.net  
 ibccake.biz  
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ibccakes.org  
ibccakes.us  
interstatebakeries.biz  
interstatebakeries.com  
interstatebakeries.info  
interstatebakeries.net  
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interstatebakeriescorp.biz  
interstatebakeriescorp.com  
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interstatebakeriescorp.org  
interstatebakeriescorp.us  
interstatebrands.biz  
interstatebrands.com  
interstatebrands.info  
interstatebrands.net  
interstatebrands.org  
interstatebrands.us  
interstatebrandscorp.biz  
interstatebrandscorp.info  
interstatebrandscorp.net  
interstatebrandscorp.org  
interstatebrandscorp.us  
interstatesfuture.com

jjnissenbakeryoutlets.biz  
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jjnissenbakeryoutlets.info  
jjnissenbakeryoutlets.net  
jjnissenbakeryoutlets.org  
jjnissenbakeryoutlets.us  
jjnissenbreads.biz  
jjnissenbreads.com  
jjnissenbreads.info  
jjnissenbreads.net  
jjnissenbreads.org  
jjnissenbreads.us  
kingdon.biz  
kingdon.com

kingdon.info  
kingdon.us  
kingdons.biz

Devon Keller<sup>12</sup>  
Devon Keller/INTERSTATE BRANDS CORPORATION  
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Domains by Proxy, Inc.<sup>12</sup>  
DomainsByProxy.com  
15111 N. Hayden Rd., Ste 160, PMB 353  
Scottsdale, Arizona 85260  
INTERSTATE BRANDS CORPORATION  
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IBC Bakery Outlet<sup>11</sup>  
INTERSTATE BRANDS CORPORATION  
Kingdon Capital Management<sup>12</sup>  
152 W. 57th Street 50th Floor  
New York, NY 10019  
INTERSTATE BRANDS CORPORATION  
INTERSTATE BRANDS CORPORATION  
INTERSTATE BRANDS CORPORATION

kingdons.com

kingdons.info  
kingdons.net  
kingdons.org  
kingdons.us  
lasdeliciasdehostess.com  
lasdeliciasdehostess.org  
meritabakeryoutlets.biz  
meritabakeryoutlets.com  
meritabakeryoutlets.info  
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naturespridebreads.com  
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planettwinkie.biz  
planet-twinkie.biz  
planettwinkie.com  
planet-twinkie.com  
planettwinkie.info

KINGDONS.COM<sup>12</sup>

c/o Whois IDentity Shield

142-757 W. Hastings St., Suite #777

Vancouver, BC

Canada V6C 1A1

INTERSTATE BRANDS CORPORATION

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 snoballs.biz  
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 sweetheartbakeryoutlets.biz  
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 sweetheartbreads.org  
 sweetheartbreads.us  
 twinkies.com  
 twinkies.info  
 twinkies.us  
 twinkiesproject.com  
 twinkiethekid.biz  
 twinkie-the-kid.biz  
 twinkiethekid.com  
 twinkie-the-kid.com  
 twinkiethekid.info  
 twinkie-the-kid.info  
 twinkie-the-kid.net  
 twinkiethekid.org  
 twinkie-the-kid.org

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twinkiethekid.us	INTERSTATE BRANDS CORPORATION
twinkie-the-kid.us	INTERSTATE BRANDS CORPORATION
wbf100percentwholegrain.biz	Boasberg\Wheeler <sup>12</sup>
wbf100percentwholegrain.com	Boasberg\Wheeler <sup>12</sup>
wbf100percentwholegrain.info	Boasberg\Wheeler <sup>12</sup>
wbf100percentwholegrain.net	Boasberg\Wheeler <sup>12</sup>
wbf100percentwholegrain.org	Boasberg\Wheeler <sup>12</sup>
wbf100percentwholegrain.us	Boasberg\Wheeler <sup>12</sup>
whitebreadfans.biz	Boasberg\Wheeler <sup>12</sup>
whitebreadfans.com	Boasberg\Wheeler <sup>12</sup>
whitebreadfans.info	Boasberg\Wheeler <sup>12</sup>
whitebreadfans.net	Boasberg\Wheeler <sup>12</sup>
whitebreadfans.org	Boasberg\Wheeler <sup>12</sup>
whitebreadfans.us	Boasberg\Wheeler <sup>12</sup>
wonderbakeryoutlets.biz	INTERSTATE BRANDS CORPORATION
wonderbakeryoutlets.com	INTERSTATE BRANDS CORPORATION
wonderbakeryoutlets.info	INTERSTATE BRANDS CORPORATION
wonderbakeryoutlets.net	INTERSTATE BRANDS CORPORATION
wonderbakeryoutlets.org	INTERSTATE BRANDS CORPORATION
wonderbakeryoutlets.us	INTERSTATE BRANDS CORPORATION
wonderbread.biz	INTERSTATE BRANDS CORPORATION
wonderbread.com	INTERSTATE BRANDS CORPORATION
wonderbread.net	INTERSTATE BRANDS CORPORATION
wonderbread.us	INTERSTATE BRANDS CORPORATION
wonderbreadkids.com	Boasberg Wheeler Communications <sup>12</sup>
wonderbreads.biz	IBC Bakery Outlets <sup>11</sup>
wonderbreads.com	Devon Keller <sup>12</sup>
wonderbreads.info	IBC Bakery Outlets <sup>11</sup>
wonderbreads.net	Devon Keller <sup>12</sup>
wonderbreads.org	Devon Keller <sup>12</sup>
wonderbreads.us	IBC Bakery Outlets <sup>11</sup>
wonderhostessbakeryoutlets.biz	INTERSTATE BRANDS CORPORATION
wonderhostessbakeryoutlets.com	INTERSTATE BRANDS CORPORATION
wonderhostessbakeryoutlets.info	INTERSTATE BRANDS CORPORATION
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wonderwbf.biz	Boasberg Wheeler <sup>12</sup>
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wonderwbf.org	Boasberg Wheeler <sup>12</sup>
wonderwbf.us	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans.biz	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans.com	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans.info	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans.net	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans.org	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans.us	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans100percentwholegrain.biz	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans100percentwholegrain.com	Boasberg Wheeler <sup>12</sup>

wonderwhitebreadfans100percentwholegrain.info	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans100percentwholegrain.net	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans100percentwholegrain.org	Boasberg Wheeler <sup>12</sup>
wonderwhitebreadfans100percentwholegrain.us	Boasberg Wheeler <sup>12</sup>
wonderwhitewholegrain.biz	Boasberg Wheeler <sup>12</sup>
wonderwhitewholegrain.com	Boasberg Wheeler <sup>12</sup>
wonderwhitewholegrain.info	Boasberg Wheeler <sup>12</sup>
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wonderwhitewholegrain.us	Boasberg Wheeler <sup>12</sup>
wonderwhitewholegrainbread.biz	Boasberg Wheeler <sup>12</sup>
wonderwhitewholegrainbread.com	Boasberg Wheeler <sup>12</sup>
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wonderwhitewholegrainbread.net	Boasberg Wheeler
wonderwhitewholegrainbread.org	Boasberg Wheeler
wonderwhitewholegrainbread.us	Boasberg Wheeler

## **Part VII – Material Intellectual Property Agreements**

### **1. Inbound Trademark License Agreements**

- (a) ABC Distributors, LLC, Alaska Pride Baking Co., LLC License Agreement, dated November 29, 2001, between Interstate Brands West Corporation and ABC Distributors, LLC; Alaska Pride Baking Company, LLC; Alaska Best Consolidators, Ltd. [Alaska Pride; Alaska's Own; Baked with Pride in Alaska]
- (b) Holsum - Cotton's Holsum License Agreement, dated January 1, 1992, between Interstate Brands Company Licensing Co. and Interstate Brands Corporation and W.E. Long Company – Independent Bakers' Cooperative [Holsum (Cotton's Holsum)].
- (c) Holsum License Agreement, dated June 12, 1996, between Nevada Baking Company and The Long Company. Independent Bakers' Cooperative [Holsum].
- (d) Marie Callender Pie Shops Inc. License Agreement, dated March 31, 1997, between Interstate Brands Corporation and Marie Callender Pie Shops, Inc., Donald W. Callender, and International Commissary Corporation [Marie Callender's].

- (c) Quality Bakers License, Sunbeam Contract, dated August 1, 2001, between Interstate Brands – My Bread and Quality Bakers of America Cooperative, Inc. [Sunbeam].
- (f) Sun-Maid License Agreement, dated May 30, 1980, between Interstate Brands Corporation and Sun-Maid Growers of California [Sun-Maid].

## **2. Outbound Trademark License Agreements**

- (a) Good Stuff Food Company License Agreement, dated September 30, 1997, between Interstate Brands Corporation and Good Stuff Food Company, Inc.
- (b) Lewis Brothers Bakeries License Agreement, dated December 27, 1996, between Interstate Brands Corporation and Lewis Brothers Bakeries Incorporated and Chicago Baking Company.

## **3. Inbound Software License Agreements**

- (a) Oracle Corporation Software License & Service Agreement, dated August 25, 2003, between Interstate Brands West Corporation and Oracle Corporation.
- (b) SAP America, Inc. Software End-User License Agreement, dated March 28, 2003, between Interstate Brands West Corporation and SAP America, Inc.
- (c) Kronos Inc. Sales Agreement and Software License, dated June 19, 2003, between Interstate Brands West Corporation and Kronos Incorporated.

## **Part VIII – Section 3.9 Disclosures**

- (1) *Flowers Bakeries Brands, Inc. v. Interstate Bakeries Corporation*, No. 1:08-CV-02376-TWT. The Company is the defendant to a lawsuit brought by Flowers Bakeries Brands, Inc. ("Flowers") in the Northern District of Georgia in 2008. The lawsuit surrounds the Company's proposed introduction of a new brand of bakery products under the trademark "NATURE'S PRIDE". Flowers has alleged that since 1976 it has been producing and marketing a variety of fresh breads and buns under the trademark "NATURE'S OWN", and has brought claims against the Company for federal trademark infringement, federal unfair competition, state trademark dilution, common law and state unfair competition, and unfair and deceptive trade practices. The Company is requesting monetary damages, as well as an injunction against the Company using the "NATURE'S PRIDE" mark. The litigation is currently in the early stages of discovery.
- (2) On September 9, 2008, the Company received a letter from attorneys for Cairns Holdings LLC alleging that a recent sweepstakes promotion infringed on US Patent No. 6,173,267.

**SCHEDULE 7  
TO FOURTH LIEN SECURITY AGREEMENT**

**PROMISSORY NOTES**

None.

SCHEDULE 8  
TO FOURTH LIEN SECURITY AGREEMENT

LETTERS OF CREDIT

None.